



Agenda Item Cover Sheet

Meeting Date 5/7/2025

Consent Section

Regular Section

Public Hearing

<b>Subject:</b> Award a four (4) year contract to the lowest, responsive, and responsible bidder for ongoing and as-needed inspection, certification, replacement, and repair of overhead cranes (ITB-25-00130) for the Water Resources Department at a total cost of \$286,550.00.			
<b>Department Name:</b> Procurement Services			
<b>Contact Person:</b> Scott Stromer		<b>Contact Phone:</b> 301-7095	
<b>Sign-Off Approvals:</b>			
<b>Tom Fesler</b>	<u>4/25/2025</u>	<b>Scott Stromer</b>	<u>4/23/2025</u>
Assistant County Administrator	Date	Department Director	Date
<b>Kevin Brickey</b>	<u>4/23/2025</u>	<b>Sacha Brown-Taylor</b>	<u>4/24/2025</u>
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
<b>N/A</b>	<u>N/A</u>		
Deputy or Chief County Administrator	Date		

**Staff's Recommended Board Motion:**  
Award a four (4) year contract to the lowest, responsive, and responsible bidder, Material Handling Systems, Inc., for ongoing and as-needed inspection, certification, replacement, and repair of overhead cranes (ITB-25-00130) for the Water Resources Department at a total cost of \$286,550.00. In addition, accept the withdrawal of the bid submitted by Mobile Techs, LLC, due to a reasonable misinterpretation of the specified requirements and associated pricing. In this case, there was no availability of Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no DM/DWBE participation goal or SBE set-aside was established for this procurement. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

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

**Background:**  
The recommended award amount is approximately 7% (\$21,446.00) lower than the requesting department's estimate. Effective competition and transparency were achieved using competitive sealed bidding for this procurement and the requesting department determined the offered pricing to be fair, reasonable, and consistent with previous purchases of similar services. Mobile Techs, LLC, misunderstood the specified requirements and assumed that the line items for specific services did not include labor, and that the appropriate labor rates offered in separate line items would be added to the specific services. While it was determined that the misinterpretation was not unreasonable, the price paid for each service could not be fully evaluated without knowing exactly how many hours each service would take. Given the ambiguity, it was determined to be fair and, in the County's, best interest not to pursue debarment for the bid withdrawal.

**DELEGATIONS TO DIRECTOR OF PROCUREMENT:**

- [N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract
- [N] Unilateral Extensions
- [N] Unilateral Renewals
- [N] Additional Purchase Option(s)

List Attachments: Notice of Intent to Award, Department Recommendation, Vendor Withdraw Letter, Contract Summary

**Notice of Intent to Award - Invitation to Bid No. ITB-25-00130:  
Overhead Cranes - Inspections, Certifications, Purchases, and Repairs**

Date Posted: April 8, 2025

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: <http://hcf.gov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC>

	Material Handling Systems, Inc.	Mobile Techs LLC	Wink Industrial Maintenance & Repair Inc. dba L.K. Industrial Services, Inc.
Total Bid Selection	\$261,550.00	\$88,900.00	\$431,202.78
Total Award	\$286,550.00	\$0.00	\$0.00
Allowances	\$25,000.00	\$0.00	\$0.00
Notes	The County has agreed to accept the bidder's requested to withdraw their offered pricing submitted with their bid due to a misinterpretation of the required specifications. The request to withdraw was accepted, but does not comply with the solicitation specifications, specifically Paragraph 4.25 (Modification and/or Withdraw of Offer Prior to Close Date) and Section 4.35 (Time Period Offer is Valid).		

#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	1/8 Ton Crane Inspection / Certification	Each	16	\$75.00	\$1,200.00	\$145.00	\$2,320.00	\$90.00	\$1,440.00
#0-2	1/4 Ton Crane Inspection / Certification	Each	52	\$75.00	\$3,900.00	\$145.00	\$7,540.00	\$90.00	\$4,680.00
#0-3	1/2 Ton Crane Inspection / Certification	Each	28	\$75.00	\$2,100.00	\$145.00	\$4,060.00	\$98.00	\$2,744.00
#0-4	3/4 Ton Crane Inspection / Certification	Each	4	\$75.00	\$300.00	\$145.00	\$580.00	\$98.00	\$392.00
#0-5	1 Ton Crane Inspection / Certification	Each	16	\$80.00	\$1,280.00	\$145.00	\$2,320.00	\$98.00	\$1,568.00
#0-6	1.5 Ton Crane Inspection / Certification	Each	4	\$80.00	\$320.00	\$145.00	\$580.00	\$147.00	\$588.00
#0-7	2 Ton Crane Inspection / Certification	Each	52	\$85.00	\$4,420.00	\$145.00	\$7,540.00	\$147.00	\$7,644.00
#0-8	2.5 Ton Crane Inspection / Certification	Each	4	\$85.00	\$340.00	\$145.00	\$580.00	\$147.00	\$588.00
#0-9	3 Ton Crane Inspection / Certification	Each	44	\$90.00	\$3,960.00	\$145.00	\$6,380.00	\$147.00	\$6,468.00
#0-10	4 Ton Crane Inspection / Certification	Each	4	\$90.00	\$360.00	\$145.00	\$580.00	\$147.00	\$588.00
#0-11	5 Ton Crane Inspection / Certification	Each	32	\$95.00	\$3,040.00	\$145.00	\$4,640.00	\$196.00	\$6,272.00
#0-12	7.5 Ton Crane Inspection / Certification	Each	4	\$95.00	\$380.00	\$145.00	\$580.00	\$196.00	\$784.00
#0-13	10 Ton Crane Inspection / Certification	Each	4	\$105.00	\$420.00	\$145.00	\$580.00	\$245.00	\$980.00
#0-14	12 Ton Crane Inspection / Certification	Each	4	\$105.00	\$420.00	\$220.00	\$880.00	\$245.00	\$980.00
#0-15	15 Ton Crane Inspection / Certification	Each	4	\$125.00	\$500.00	\$220.00	\$880.00	\$245.00	\$980.00
#0-16	Labor - Regular Service	Hour (s)	400	\$95.00	\$38,000.00	\$90.00	\$36,000.00	\$98.00	\$39,200.00
#0-17	Labor - After Hours	Hour (s)	40	\$142.50	\$5,700.00	\$155.00	\$6,200.00	\$147.00	\$5,880.00
#0-18	Labor - Weekend & Holidays	Hour (s)	16	\$190.00	\$3,040.00	\$185.00	\$2,960.00	\$147.00	\$2,352.00
#0-19	1/8 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$3,599.00	\$3,599.00	\$185.00	\$185.00	\$9,714.00	\$9,714.00
#0-20	1/4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$3,599.00	\$3,599.00	\$185.00	\$185.00	\$9,871.00	\$9,871.00
#0-21	1/2 Ton Crane w/davit - New Replacement of the hoisting units (not the whole system)	Each	1	\$4,017.00	\$4,017.00	\$185.00	\$185.00	\$10,056.00	\$10,056.00
#0-22	3/4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$4,017.00	\$4,017.00	\$185.00	\$185.00	\$10,431.00	\$10,431.00
#0-23	1 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$5,388.00	\$5,388.00	\$185.00	\$185.00	\$11,106.78	\$11,106.78
#0-24	1.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$5,388.00	\$5,388.00	\$185.00	\$185.00	\$15,000.00	\$15,000.00
#0-25	2 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$8,300.00	\$8,300.00	\$185.00	\$185.00	\$16,156.00	\$16,156.00
#0-26	2.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$8,300.00	\$8,300.00	\$185.00	\$185.00	\$20,840.00	\$20,840.00
#0-27	3 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$10,299.00	\$10,299.00	\$185.00	\$185.00	\$23,815.00	\$23,815.00
#0-28	4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$10,299.00	\$10,299.00	\$185.00	\$185.00	\$23,815.00	\$23,815.00
#0-29	5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$14,966.00	\$14,966.00	\$250.00	\$250.00	\$23,815.00	\$23,815.00
#0-30	7.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$18,546.00	\$18,546.00	\$250.00	\$250.00	\$29,400.00	\$29,400.00
#0-31	10 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$23,545.00	\$23,545.00	\$450.00	\$450.00	\$33,855.00	\$33,855.00
#0-32	12 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$23,545.00	\$23,545.00	\$450.00	\$450.00	\$54,600.00	\$54,600.00
#0-33	15 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$48,062.00	\$48,062.00	\$450.00	\$450.00	\$54,600.00	\$54,600.00



# Hillsborough County Florida

## PROCUREMENT SERVICES

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

DATE: April 2, 2025  
TO: Lisa Rhea, Director, Water Resources Department  
THROUGH: Scott Stromer, Director, Procurement Services  
Department  
FROM: Sharon Spellman, Chief Buyer  
SUBJECT: Recommendation for Award for Solicitation No. ITB-25-00130 Overhead Cranes –  
Inspections, Certifications, Purchases, and Repairs / Estimate \$307,996.00

## BOARD OF COUNTY COMMISSIONERS

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Harry Cohen  
Ken Hagan  
Christine Miller  
Gwendolyn "Gwen" Myers  
Joshua Wostal

## COUNTY ADMINISTRATOR

Bonnie M. Wise

## COUNTY ATTORNEY

Christine M. Beck

## COUNTY INTERNAL AUDITOR

Melinda Jenzarli

## CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

### Response Due Date to Procurement: April 9, 2025

1. Bidder Name/Price (including Allowances):

Material Handling Systems, Inc. \$261,550.00 + \$25,000.00 Allowances = \$286,550.00

2. Has recommended vendor(s) worked satisfactorily for the County performing similar services?

YES  NO (If NO, provide an explanation)

Click or tap here to enter text.

3. Reference checks are satisfactory:  YES  NO  N/A (Only if YES to No. 2 above) (**Must** add an explanation)

Click or tap here to enter text.

4. Are there mandatory qualifications listed in the Solicitation Document?  YES  NO (If YES, attach mandatory requirements)

5. Recommend award as responsive/responsible bidder(s) that meets all required mandatory requirements (if YES to No. 4 above):  YES  NO (If no, provide an explanation)

No mandatory qualifications.

6. Request Next Bidder?  YES  NO

7. Provide a statement that addresses the reason(s) for your recommendation or rejection.

The vendor has provided satisfactory service for several years and the Department will work with them to ensure expectations are met for next contract period.n/a

### HCFL.GOV

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8. If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (\$307,996.00).

Click or tap here to enter text.

9. Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

n/a

10. Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

Overhead cranes and davits used at various Water Resources Department facilities will be annually certified and maintained to provide safe operation.

11. Funding:  Operating  Grant: Grant Title  Capital Project No(s): Click or tap here to enter text.

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**Project Manager:** *Deborah Andrews*

**Date:** 4/7/2025

**Fiscal Impact Statement Approved by Management and Budget** (Must fill in the XXXX area)

Funding for this procurement is available in the approved budget for 2025, and purchase orders will only be issued against approved budgets.

**Fiscal Approved By:** *Damon Boggs*

**Date:** 4/7/25

**Recommendation Approved By:** *Robert Sutherland*  
Department Director/Designee

**Date:** 4/7/25

Attachment(s)  
Draft NOITA



**Hillsborough**  
**County Florida**

**PROCUREMENT SERVICES**

PO Box 1110, Tampa, FL 33601-1110  
(813) 301-7095 | Fax: (813) 272-6290

March 27, 2025

SENT VIA BONFIRE ONLINE DISCUSSION  
NO HARDCOPY TO FOLLOW

Mr. Luis Ferrer  
Mobile Techs LLC  
12438 Wiles Road  
Coral Springs, FL 33076

SUBJECT: Notice of Offer Withdraw Accepted Without Debarment for ITB-25-00130 (Overhead Cranes – Inspections, Certifications, Purchases, and Repairs)

Dear Mr. Ferrer:

On February 21, 2025, your firm submitted an offer in the amount of \$88,900.00 to provide overhead crane inspections, certifications, replacement, and repairs at various locations throughout the County. On February 26, 2025, a preliminary bid tabulation identified your firm as the lowest priced bidder. As part of the County's review process, we requested references for similar services described in the specifications, along with confirmation of pricing for line items 19–33. On February 28, 2025, the County received an email from your firm stating that an error was made in your submitted pricing, followed by a second message on March 4, 2025, indicating you could not honor your pricing. After careful review of the solicitation documents, the County acknowledges that certain language may have caused confusion regarding the pricing structure, and that your misinterpretation is reasonable. We therefore accept the withdraw of your offer without debarment.

Please keep in mind that generally withdraw of offers violates Section 4.25 (Modification and/or Withdraw of Offer Prior to Close Date), which stipulates that “bidders may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date,” and Section 4.35 (Time Period Offer is Valid), which requires that offers “shall be in force for a period of not less than ninety (90) Days after the Close Date.” Hillsborough County Procurement Policy Chapter 9, Section 9-102, authorizes the Director Procurement Services to debar a firm from doing business with the County for 24 months for failure to honor an irrevocable offer.

If you have any concerns or objections to this letter, please submit them in writing to my office within five (5) business days of the date shown above. The five (5)-day period begins on the business day following the date of this letter. Please include all relevant documents, information, and evidence necessary to support your position. If you choose to submit a rebuttal, we will give your concerns or objections our fullest consideration.

**HCFL.GOV**

G:\Bid Master\FY 25 (Bonfire)\ITB\ITB-25-00130 Overhead Cranes - Inspections, Certifications, Purchases, and Repairs\3. Evaluation\Mobile Techs LLC\Withdraw of Offer Letter\ITB-25-00130, Overhead Cranes - Notice Offer Withdraw No Debarment to Mobile Techs.pdf

**BOARD OF COUNTY  
COMMISSIONERS**

Chris Boles  
Donna Cameron Cepeda  
Harry Cohen  
Ken Hagan  
Christine Miller  
Gwendolyn "Gwen" Myers  
Joshua Wostal

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**COUNTY ATTORNEY**

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**COUNTY INTERNAL AUDITOR**

Melinda Jenzarli

**CHIEF FINANCIAL ADMINISTRATOR**

Tom Fesler

Luis Ferrer  
March 27, 2025  
Page Two (2)

Please note that a Cone of Silence remains in effect for this procurement to safeguard the integrity of the procurement process. Pursuant to Section 2-574 of the Protest Ordinance, the Cone of Silence prohibits bidders/offerors from communicating with County employees, members of the Board of County Commissioners (including their aides and employees), and the Hearing Master regarding a procurement solicitation and/or its related protest. However, the Cone of Silence does not prohibit your firm from communicating with me or the person(s) listed as contacts in the solicitation. Hillsborough County's Protest Ordinance may be located at:

[HTTPS://LIBRARY.MUNICODE.COM/FL/HILLSBOROUGH\\_COUNTY](HTTPS://LIBRARY.MUNICODE.COM/FL/HILLSBOROUGH_COUNTY)

We sincerely appreciate your kind consideration to participate in this solicitation and hope you will consider doing business with us in the future. Should you have any questions regarding this matter, please contact Sharon Spellman, Chief Buyer, at (813) 301-7092 or [SpellmanS@HCFL.Gov](mailto:SpellmanS@HCFL.Gov).

Sincerely,



Scott P. Stromer  
Director of Procurement

SPS/AC/BB/SS

cc: Lisa Rhea, Director, Water Resources Department



# Invitation to Bid

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Overhead Cranes – Inspections, Certifications,  
Purchases, and Repairs

ITB-25-00130

[HCFL.gov/Vendors](http://HCFL.gov/Vendors)  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

**IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID**

- SOLICITATION TYPE: Competitive Sealed Bids
- SOLICITATION NUMBER: ITB-25-00130
- SOLICITATION TITLE: Overhead Cranes – Inspections, Certifications, Purchases, and Repairs
- BRIEF DESCRIPTION: The Hillsborough County Water Resources Department is seeking competitive sealed bids from qualified and experienced Contractors to provide overhead crane inspections, certifications, replacement and repairs at locations throughout the County.
- DUE DATE & TIME: February 26, 2025; 2:00 PM Eastern Standard Time (EST)
- PRIMARY CONTACT: Sharon Spellman, Chief Buyer
- BID SUBMISSION: The County will only accept bids submitted through its electronic bidding system (Bonfire). Bids that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County’s electronic bidding system (Bonfire) will **not** be accepted or considered. Please visit our vendors webpage ([hcfl.gov/vendors](http://hcfl.gov/vendors)) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.
- TIMELINESS: To preserve the integrity of the competitive sealed bid process, bids submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your bid, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your bid, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it’s too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.
- QUESTIONS:
- Questions regarding technical difficulties or errors encountered while submitting bids through Bonfire must be directed to Bonfire Support at (800) 354-8010, [support@gobonfire.com](mailto:support@gobonfire.com) or the Bonfire Vendor Help Center ([vendorsupport.gobonfire.com](http://vendorsupport.gobonfire.com)).

ITB-25-00130

Page 1



- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the “messages” section in Bonfire for this particular procurement.
- To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later.
- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or [iSupplier@HCFL.gov](mailto:iSupplier@HCFL.gov).

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

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

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

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



## 1. SPECIFICATIONS

### 1.1. Scope

The Hillsborough County Water Resources Department is seeking competitive sealed bids from qualified and experienced Contractors to provide overhead crane inspections, certifications, replacement and repairs at locations throughout the County.

### 1.2 Terminology and Publications

1.2.1 The following definitions and publications on date of this solicitation, forms a part of this specification:

1.2.1.1 Crane - is a machine for lifting and lowering a load and moving it horizontally, with the hoisting mechanism an integral part of the machine. Cranes whether fixed or mobile are driven manually or by power.

1.2.1.2 Overhead Crane - is a crane with a movable bridge carrying a movable or fixed hoisting mechanism and traveling on an overhead fixed runway structure.

1.2.1.3 Florida Occupational Safety and Health Administration (OSHA) –  
<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.179>

1.2.1.4 American National Standard Institute (ANSI) / American Society of Mechanical Engineers (ASME) Safety Code for Overhead and Gantry Cranes, ANSI B30.2 –  
<https://blog.ansi.org/asme-b30-2-2022-overhead-gantry-cranes/>

### 1.3 Minimum Qualifications

The Bidder/Proposer or principal thereof shall demonstrate recent experience in providing substantially similar services.

### 1.4 County Staff

1.4.1 Project Manager (PM) – the duly authorized representative of the Board of County Commissioners during the contract period.

1.4.2 Project Manager's Authority - In addition to any other authority granted to the PM under this Contract, the PM may delegate any or all portions of such authority to another individual.

1.4.3 Review of Completed Work - The Contractor's work shall be subject at any time to inspection by the PM for compliance with applicable regulations, permit requirements, and these specifications. The Contractor shall correct all work that is determined to be unsatisfactory within 24 hours of notification of such determination. The Contractor shall not invoice the County until all unsatisfactory work has been corrected.

1.4.4 Plant Manager (PLM) - The PLM oversees the day-to-day operations at each Facility. Each PLM may delegate any or all portions of his or her authority hereunder to another individual.

## 1.5 County Facilities

1.5.1 Location of Facilities - The Facilities designated to receive services here under are located throughout the County.

1.5.2 Service Days and Hours - Unless otherwise authorized in writing by the PM, the Contractor shall perform all services during normal working hours, except County Holidays.

1.5.2.1 Service Days - Monday through Friday.

1.5.2.2 Service Hours - 7:30 AM to 3:30 PM; Eastern Standard Time (EST).

1.5.2.3 Emergency off-hours visits may be scheduled ahead of time with the PM.

1.5.3 The Contractor may not gain entry to a plant or site without prior arrangements/appointments being made through the appropriate Utility Maintenance Supervisor responsible for the site or the Plant Supervisor/Manager. This applies to both inspection services and maintenance.

1.5.4 Quality Control - Completed work is subject to inspection by the PM. Prior to leaving each manned site, the Contractor's personnel shall check in with the PLM to determine if performance is deemed satisfactory and complete. Overhead Cranes serviced by the Contractor determined to be unsatisfactory by the PLM during the Contractor's presence shall be immediately re-worked at no additional cost to the County. Overhead Cranes that are determined to be unsatisfactory after the Contractor's personnel have departed the Facility are subject to re-working by the Contractor at no additional cost to the County.

## 1.6 Contractor Services

1.6.1 Inspections and Certifications - The Contractor shall provide overhead crane inspections and certifications at all required County facilities in accordance with specifications and standards prescribed by the American National Standard Institute (ANSI) / American Society of Mechanical Engineers (ASME) Safety Code for Overhead and Gantry Cranes, ANSI B30.2 and in the regulations set forth by OSHA 29 CFR 1910.179.

1.6.2 All inspections shall adhere and comply with the Florida OSHA Standards.

1.6.3 The PM and the Contractor shall mutually agree to an inspection schedule. Under no circumstances will the Contractor start work before the issuance of a purchase order for a specific service or inspection.

1.6.4 Inspections - Items to be inspected but not limited to:

1.6.4.1 Deformed, cracked or corroded members.

1.6.4.2 Loose bolts or rivets.

1.6.4.3 Cracked or worn sheaves and drums.

1.6.4.4 Worn, cracked or distorted parts, such as pins, bearings, gears, rollers, locking and clamping devices etc.

1.6.4.5 Excessive wear on brake-system parts, linings, pawls and ratchets.

1.6.4.6 Inaccuracies in load, wind and other indicators over their full range.

1.6.4.7 Electric or gasoline, diesel or other power plants for improper performance or noncompliance with applicable safety requirements.

1.6.4.8 Excessive wear of chain drive sprockets, chain and chain stretch.

1.6.4.9 Deteriorated electrical components, such as pushbuttons, limit switches or contactors.

1.6.4.10 Electrical apparatus, for signs of pitting or any deterioration of controller contactors, limit switches and pushbutton stations.

1.6.5 The Contractor shall furnish all labor, tools, equipment, vehicles, supplies, incidentals, and materials necessary to perform annual inspection and certifications at any County facility in accordance within these Specifications in a timely manner.

1.6.6 The Contractor shall provide to the County the inspection certificates for each inspection with all documentation required to provide substantiation to any regulatory agency if requested that all cranes certified by the Contractor have passed inspection and are certified to be in a safe and proper working order according to manufacture specifications and tolerances as well as all safety standards prescribed by the ANSI / ASME Safety Code for Overhead and Gantry Cranes, ANSI B30.2 and in the regulations set forth by OSHA 29 CFR 1910.179.

1.6.7 Repairs (Parts and Labor) - The Contractor shall respond within 24 hours of notification or receipt of a County Purchase Order to perform any repair service. During time spent at the County facilities, the contractor's personnel will be accompanied by a Hillsborough County Public Utilities maintenance employee at all times.

1.6.8 Prior to any work beginning and any parts ordered, the contractor shall submit a written quote to the County's PM or appropriate Utility Maintenance Supervisor (UMS) within 48 hours for approval. Under no circumstances may work be performed prior to PM approval. Quotes

must be typewritten to avoid any confusion or misunderstandings. The Blanket Purchase Agreement line number must also be identified on the quote.

1.6.9 The Contractor shall be responsible for the complete repair (start to finish with parts, labor and testing) of the overhead crane requested to be repaired. When the Contractor has completed the repair of the crane it shall be in operational status according to the manufacturing specifications and tolerances.

1.6.10 The Contractor shall remove and dispose of all old and/or removed parts. The Contractor shall be responsible for any final cleanup that may be required from the repaired crane location.

1.6.11 The Contractor shall perform the initial startup of all repaired equipment.

1.6.12 The PLM shall deem the repair complete when the installed crane is tested for operational status within the manufactures specifications and tolerances.

1.6.13 Labor - Labor rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the County.

1.6.14 The labor rates shall include all direct labor and burden, equipment, tools, common expendables. Labor rates shall be divided into the following categories:

1.6.14.1 Regular Service – Work performed between 7:30 AM to 3:30 PM EST, Monday through Friday, excluding County Holidays.

1.6.14.2 After Hours – Work performed after 3:30 PM and before 7:30 AM EST the next morning.

1.6.14.3 Weekends & Holidays – Work performed Saturday, Sunday, or during any County Holiday.

## **1.7 Warranty of Service**

1.7.1 Notwithstanding inspection and acceptance by the PM or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in materials and workmanship and conform to the requirements of all manufacturers' specifications and tolerances. The PM shall give written notice of any defect or nonconformance to the Contractor.

1.7.2 If the Contractor is required to correct work previously performed, it shall be at no cost to the County, and any services corrected by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct work, the PM may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the County.

## **1.8 Personnel – Contractor Representative**

1.8.1 The Contractor shall have sufficient trained and qualified personnel available to perform the services contemplated herein in a timely manner.

1.8.2 The Contractor's personnel shall be certified in overhead crane safety, repair, inspection and certification to standards outlined in OSHA 29 CFR 1910.179 and ANSI B30.2 and provide to the County Upon Request.

1.8.3 Prior to beginning the work outlined in this contract, the Contractor shall provide the PM with a name, telephone number, and email address of the Contractor's representative.

1.8.4 The Contractor shall ensure that additional trained and qualified technicians are available to provide coverage when their scheduled Contractor representative utilizes their holiday/vacation/sick time to ensure non-interruption of services provided.

1.8.5 Contractor personnel are prohibited from bringing unauthorized persons, such as but not limited to, friends and/or family members onto a County work site. Should such an event take place the PM shall cause the removal of such unauthorized persons from the County work site.

## **1.9 Equipment**

1.9.1 The Contractor shall clearly display their company logo while on County property.

1.9.2 The Contractor shall ensure that each of its representatives who operate a motor vehicle in performance of the Contractor's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle.

## **1.10 Attire**

Onsite Worker Attire and Uniform Name and/or Logo Requirements - Contractor personnel may be required to stop work if not properly attired in a manner that is commensurate with the work being performed. Contractor personnel are expressly prohibited from wearing short-shorts, tank tops, muscle shirts, halter tops, sandals, flip-flops, or any type of open-toed shoes. Working bare-footed is also prohibited. The Contractor shall ensure that each of its representative wear a shirt which plainly and prominently identifies the Contractor's/Sub-Contractor's company name and/or which contains the Contractor's imprinted, embroidered, or an applique of the company logo affixed thereto.

## **1.11 Safety**

The Contractor shall provide all reasonable measures necessary to safeguard property and persons from its operations herein. The Contractor shall ensure all personnel wears appropriate personal

protective equipment. The Contractor shall immediately report to the PM all injuries and all damages occurring to public or private property which are a result of the Contractor's performance hereunder. The Contractor shall repair/replace any such property at their own expense and shall not invoice the County for any such repairs.

### **1.12 Post Award Meeting**

After award and prior to receiving any authorizations from the PM, the Contractor shall meet with County personnel to discuss procedures, issues, and expectations regarding the execution of the work contemplated by these specifications.

### **1.13 Preparation for Delivery**

Delivery of the goods and/or performance of the Services and/or Work must be no later than seven (7) Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

## **2. SPECIAL TERMS AND CONDITIONS**

### **2.1 Allowance**

2.1.1 An Allowance, in the amount of \$25,000.00, will be added to the total Bid amount for expedited freight and/or parts not otherwise specified in this solicitation.

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

### **2.2 Basis for Award (Overall Low)**

Award will be made to the lowest, responsive, and responsible Bidder meeting Specifications. Award will be made to a single Bidder for all line items. If a Bidder fails to submit an Offer on all line items, then that Bidder is not eligible for award.

### **2.3 Insurance, Contractor**

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

2.3.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment

of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

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

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

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

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

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

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

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

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

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

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

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

\$100,000 Limit Each Accident

\$100,000 Limit Disease Each Employee

\$100,000 Limit Disease Aggregate

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

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

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

\$5,000 Medical Expenses - Any One Person

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

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

\$2,000,000 General Aggregate

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

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

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

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

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

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

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

2.3.12.6 Professional Liability/Errors and Omissions Insurance **is not** required.

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

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

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

Certified copies of insurance policies shall be provided to the County upon request.

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

#### **2.4 Optional Provision for Other Agencies**

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

#### **2.5 Price Escalation/De-Escalation (CPI)**

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

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

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

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

Calculation Example

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

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

CPI2/CPI1: 1.023

Base rate: \$1,000.00

Multiplied by 1.023

Equals adjusted rate \$1,023.00

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

CPI2 = CPI-U at time of adjustment calculation (May 2020): 140.6

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

CPI2/CPI1: 0.980

Base rate: \$1,000.00

Multiplied by 0.980

Equals adjusted rate \$980.00

**2.6 Purchase Order/Contract**

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any



Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

## **2.7 Contract Period for Term Contract**

The Contract resulting from this Solicitation Document will be in effect for a four (4) year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

## **2.8 Estimated Quantities**

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

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

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

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority  
Hillsborough County Board of County Commissioners  
Hillsborough Community College  
Hillsborough County School Board  
Hillsborough County Sheriff  
Property Appraiser  
State Attorney's Office  
Supervisor of Elections  
Tampa Palms Community Development District  
Tampa Port Authority  
Tampa Sports Authority  
Tax Collector

#### **2.10 Ordering**

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

#### **2.11 Termination for Convenience**

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

### 3.0 Definitions

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

#### 3.1 Agreement

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

#### 3.2 Amendment(s), Addendum, or Addenda

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

#### 3.3 Bid(s), or Bidder's Bid

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

#### 3.4 Bidder

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

#### 3.5 Blanket Purchase Agreement (BPA)

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

#### 3.6 Board of County Commissioners

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

### **3.7 Bond**

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

### **3.8 Business Day(s)**

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

### **3.9 Change Order**

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

### **3.10 Close Date**

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

### **3.11 Contract or Contract Documents**

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

### **3.12 Contract Price**

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

### **3.13 Contract Purchase Agreement (CPA)**

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

### **3.14 Contract Time or Contract Period**

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

### **3.15 Contractor**

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

### **3.16 County**

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

### **3.17 County Administrator**

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

### **3.18 Day(s)**

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

### **3.19 Designee**

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

### **3.20 Earnest Money Deposit (EMD)**

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

### **3.21 Electronic Bidding System**

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

### **3.22 Invitation To Bid**

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

### **3.23 Minimum Specifications**

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

### **3.24 Modification Agreement**

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

### **3.25 Notice**

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

### **3.26 Notice of Award**

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

### **3.27 Notice to Proceed**

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

### **3.28 Offer(s)**

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be

performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

### **3.29 Offeror**

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

### **3.30 Project**

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

### **3.31 Project Manager**

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

### **3.32 Proposal(s)**

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

### **3.33 Proposer**

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

### **3.34 Purchase Order**

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

### **3.35 Quote(s)**

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

### **3.36 Service(s)**

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

### **3.37 Site(s)**

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

### **3.38 Solicitation Document**

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

### **3.39 Specifications**

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

### **3.40 Subcontractor**

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

### **3.41 Successful Bidder/Proposer**

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

### **3.42 Surety**

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

### **3.43 Unilateral Change Order**

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

### **3.44 Work**

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

## **4.0 Instructions**

### **4.1 Bid Submissions**

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

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

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

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

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

### **4.3 Award of Contract and Rejection of Bids**

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

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

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

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

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

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

#### 4.4 Bid Documents

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

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

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

#### 4.5 Bid/Proposal/Quote Pricing

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

#### 4.6 Bid/Proposal/Quote Results

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

#### 4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

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

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

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

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

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

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

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

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

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

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

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

#### **4.11 Brand Names, Etc. (Pre)**

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

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

#### **4.12 Cancellation of Solicitation Document**

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

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

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

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

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

#### **4.15 Cone of Silence**

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

#### **4.16 Deviations**

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

#### **4.17 Drug Free Workplace Program**

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

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

#### **4.18 Electronic Payment Solution**

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

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

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

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

#### **4.19 Equipment Demonstration**

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment

demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

#### **4.20 Execution of Written Agreement**

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

#### **4.21 Facilities Inspection**

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

#### **4.22 Hillsborough County Business Tax**

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

#### **4.23 Inspection of Samples**

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

#### **4.24 Licensing**

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

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

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

#### **4.26 No Assignment of Offers**

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

#### **4.27 Obtaining Clarification and/or Additional Information**

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

#### **4.28 Public Entity Crimes Statement**

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

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

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

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

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

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

#### **4.31 Requested Information and Descriptive Literature**

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

#### **4.32 Responsibility Reference(s) Request**

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

#### **4.33 Submittal Deadline**

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

#### **4.34 Taxes**

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

#### **4.35 Time Period Offer is Valid**

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

#### **4.36 Unbalanced Offers and/or Excessive Line Item Prices**

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

### **5.0 GENERAL TERMS AND CONDITIONS**

#### **5.1 Applicable Law**

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

#### **5.2 Changes in the Work/Change Orders/Modifications**

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

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in

the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

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

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

#### **5.3.1 E-Verify**

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

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

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

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

### **5.3.2 Legally Authorized Workforce**

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

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

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

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

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

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

### **5.3.3 IMAGE Best Practices**

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

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

5.3.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current

workforce. Establish a written hiring and employment eligibility verification policy.

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

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

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

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

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

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

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

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

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

#### **5.4 Contractor Use of Hillsborough County for Marketing Prohibited**

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

#### **5.5 Contractor's Responsibilities**

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

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

#### **5.6 County as Intended Beneficiary of Subcontracts**

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

#### **5.7 Emergencies**

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

## **5.8 Failure to Perform**

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

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

5.8.2 Terminate the Contract; and/or

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

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

## **5.9 Fiscal Non-Funding/Availability of Funding**

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

## **5.10 Force Majeure**

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

## **5.11 Hand Sanitizer Ordinance (05-8)**

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

## **5.12 Equal Employment Opportunity; Non-Discrimination Clause**

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

### **5.12.1 Hillsborough County**

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

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

### **5.12.2 State of Florida**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.12.3 Federal**

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

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

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

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

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

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

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

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

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

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

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

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

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

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

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

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

### 5.13 Indemnification

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

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

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

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

5.13.3.1 written notice of any action or threatened action;

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

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

#### **5.14 Injury and/or Damage Claims**

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

#### **5.15 Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4)

Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

#### **5.16 Laws and Regulations**

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

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

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

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

**5.17.1 813-272-5790,**

**5.17.2 StromerS@HCFL.gov,**

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

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

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

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

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

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

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

#### **5.18 Maintenance of Records/Public Records Law**

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

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

documentation produced as part of the Contract will become the exclusive property of the County.

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

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

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

#### **5.19 No Assignment of Contract**

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

#### **5.20 Non-Exclusive Contract**

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

#### **5.21 Notices to Contractor**

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

## 5.22 Notices to the County

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

## 5.23 Payment and Completion

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

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

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

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

5.23.4.1 The Work is defective;

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

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

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

#### **5.24 Payment to Contractor by Electronic Payment Solution**

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

#### **5.25 Payment to Subcontractors**

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

#### **5.26 Performance Standards and Product Quality**

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

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

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

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

Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

## **5.28 Project Manager's Status**

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

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

## **5.29 Severability**

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

## **5.30 Solid Waste Collection and Disposal**

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

## **5.31 Starting the Work**

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

### **5.32 Statement of Assurance**

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

### **5.33 Suspension of Work**

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

## Question Set 1: Bidder Requirements/Acknowledgements

#	Question	Response	Comment	Status
<b>Affirmations</b>				
1.1.1	Company Name	Material Handling Systems Inc		Complete
1.1.2	Federal Employer Identification Number (FEIN)	650595039		Complete
1.1.3	Name of person submitting the Bid.	Danielle fontes		Complete
1.1.4	Title of person submitting the Bid.	COO/Contract Specialist		Complete
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes		Complete
1.1.6	I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes		Complete
1.1.7	I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.	Yes		Complete
1.1.8	I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.	Yes		Complete
1.1.9	At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.	Yes		Complete
<b>The above-named Bidder affirms and declares:</b>				
1.2.1	Bidder affirms and declares that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.	Yes		Complete
1.2.2	Bidder affirms and declares that this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.	Yes		Complete
1.2.3	Bidder affirms and declares that the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.	Yes		Complete
1.2.4	Bidder affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.	Yes		Complete

1.2.5	Bidder affirms and declares that the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.	Yes	Complete
1.2.6	Bidder affirms and declares that the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.	Yes	Complete
1.2.7	Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.	Yes	Complete
1.2.8	In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.	Yes	Complete
<b>General Requirements</b>			
1.3.1	In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.	Electronic Mail	Complete
1.3.2	Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities?  The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.	No	Complete

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

100.00% Complete

## Responses

Success: All data is valid!

Status	#	Item	Unit of Measure	Estimated Quantities	Numeric	Total Cost
					Unit Price	
Success: All values provided	#0-1	1/8 Ton Crane Inspection / Certification	Each	16	\$ 75.00	\$ 1,200.00
Success: All values provided	#0-2	1/4 Ton Crane Inspection / Certification	Each	52	\$ 75.00	\$ 3,900.00
Success: All values provided	#0-3	1/2 Ton Crane Inspection/ Certification	Each	28	\$ 75.00	\$ 2,100.00
Success: All values provided	#0-4	3/4 Ton Crane Inspection / Certification	Each	4	\$ 75.00	\$ 300.00
Success: All values provided	#0-5	1 Ton Crane Inspection / Certification	Each	16	\$ 80.00	\$ 1,280.00
Success: All values provided	#0-6	1.5 Ton Crane Inspection / Certification	Each	4	\$ 80.00	\$ 320.00
Success: All values provided	#0-7	2 Ton Crane Inspection / Certification	Each	52	\$ 85.00	\$ 4,420.00
Success: All values provided	#0-8	2.5 Ton Crane Inspection / Certification	Each	4	\$ 85.00	\$ 340.00
Success: All values provided	#0-9	3 Ton Crane Inspection / Certification	Each	44	\$ 90.00	\$ 3,960.00
Success: All values provided	#0-10	4 Ton Crane Inspection / Certification	Each	4	\$ 90.00	\$ 360.00
Success: All values provided	#0-11	5 Ton Crane Inspection / Certification	Each	32	\$ 95.00	\$ 3,040.00
Success: All values provided	#0-12	7.5 Ton Crane Inspection/Certification	Each	4	\$ 95.00	\$ 380.00
Success: All values provided	#0-13	10 Ton Crane Inspection / Certification	Each	4	\$ 105.00	\$ 420.00
Success: All values provided	#0-14	12 Ton Crane Inspection / Certification	Each	4	\$ 105.00	\$ 420.00
Success: All values provided	#0-15	15 Ton Crane Inspection / Certification	Each	4	\$ 125.00	\$ 500.00
Success: All values provided	#0-16	Labor - Regular Service	Hour (s)	400	\$ 95.00	\$ 38,000.00
Success: All values provided	#0-17	Labor - After Hours	Hour (s)	40	\$ 142.50	\$ 5,700.00
Success: All values provided	#0-18	Labor - Weekend & Holidays	Hour (s)	16	\$ 190.00	\$ 3,040.00

Price Without Labor

Success: All values provided	#0-19	1/8 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 3,599.00	\$ 3,599.00	\$ 2,839.00
Success: All values provided	#0-20	1/4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 3,599.00	\$ 3,599.00	\$ 2,839.00
Success: All values provided	#0-21	1/2 Ton Crane w/davit -New Replacement of the hoisting units (not the whole system)	Each	1	\$ 4,017.00	\$ 4,017.00	\$ 2,839.00
Success: All values provided	#0-22	3/4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 4,017.00	\$ 4,017.00	\$ 2,839.00
Success: All values provided	#0-23	1 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 5,388.00	\$ 5,388.00	\$ 8,181.00
Success: All values provided	#0-24	1.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 5,388.00	\$ 5,388.00	\$ 8,181.00
Success: All values provided	#0-25	2 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 8,300.00	\$ 8,300.00	\$ 9,099.00
Success: All values provided	#0-26	2.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 8,300.00	\$ 8,300.00	\$ 9,099.00
Success: All values provided	#0-27	3 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 10,299.00	\$ 10,299.00	\$ 11,034.00
Success: All values provided	#0-28	4 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 10,299.00	\$ 10,299.00	\$ 11,034.00
Success: All values provided	#0-29	5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 14,966.00	\$ 14,966.00	\$ 13,066.00
Success: All values provided	#0-30	7.5 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 18,546.00	\$ 18,546.00	\$ 16,646.00
Success: All values provided	#0-31	10 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 23,545.00	\$ 23,545.00	\$ 19,745.00
Success: All values provided	#0-32	12 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 23,545.00	\$ 23,545.00	\$ 19,745.00
Success: All values provided	#0-33	15 Ton Crane New Replacement of the hoisting units (not the whole system)	Each	1	\$ 48,062.00	\$ 48,062.00	\$ 44,262.00

Please note the pricing for "New replacement of the hoisting units" includes labor and parts. Please see below for the

Basket Total	\$ 261,550.00	\$ 181,448.00
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Grand Total	\$ 261,550.00
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2025

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

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

<b>PRODUCER</b> Setnor Byer Insurance & Risk 900 S. Pine Island Road #300  Plantation FL 33324		<b>CONTACT NAME:</b> Middle Unit 1 <b>PHONE (A/C, No, Ext):</b> (954) 382-4350 <b>FAX (A/C, No):</b> (954) 382-2810 <b>E-MAIL ADDRESS:</b> certificates@setnorbyer.com	
<b>INSURED</b> Material Handling Systems, Inc 2741 NE 4th Avenue  Pompano Beach FL 33064		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Company <b>NAIC #</b> 10178 <b>INSURER B:</b> Monroe Guaranty Ins. Co. <b>32506</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2024\_1224

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL10006619904	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA10006513404	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 10006620004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCO10006514105	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional Insured per form CGL0840221 and CGL0880221, when required by written contract, Primary and Noncontributory per form CG20010413, when required by written contract, Waiver of Subrogation per form CGL0880221, when required by written contract. Workers compensation: Waiver of Subrogation per form WC0003130484, when required by written contract. Auto liability: Additional Insured per form CAU0581022, when required by written contract, Waiver of Subrogation per form CAU0581022, when required by written contract, Primary and Noncontributory per form CAU0820115, when required by written contract. Excess Liability is excess of scheduled underlying. All of the above are subject to policy

**CERTIFICATE HOLDER****CANCELLATION**

Hillsborough County BOCC  
 Attn: Risk Management  
 601 E Kennedy Blvd  
 17th Floor  
 Tampa, FL 33602

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

AUTHORIZED REPRESENTATIVE

Daniel Saunders/TLK

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ACORD 25 (2014/01)

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INS025 (201401)

## COMMENTS/REMARKS

terms, limitations and conditions. 45 day notice of cancellation, except 10 days for non-payment as per Florida statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".) 001

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

- B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C.** This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F.** This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

**1. Extended "Property Damage"**

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Non-owned Watercraft**

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

**3. Property Damage Liability – Borrowed Equipment**

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**4. Limited Electronic Data Liability**

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

**SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

**SECTION I – COVERAGES, the following coverages are added:**

**COVERAGE D. VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

**2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

**3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

**4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

## **COVERAGE E. CARE, CUSTODY OR CONTROL**

### **1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

### **2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### **4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

## **COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**

### **1. Insuring Agreement**

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "product withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
  - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
  - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
  - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
  - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
  - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

## 2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
  - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
  - (2) Copyright, patent, trade secret or trademark infringements;
  - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
    - (a) An error in manufacturing, design, processing or transportation of "your product"; or
    - (b) "Product tampering".
  - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"
- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
    - (a) How, when and where the "defect" was discovered;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
  - (2) If a "product withdrawal" is initiated, you must:
    - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
    - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
    - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
  - (3) You and any other involved insured must:
    - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
    - (b) Authorize us to obtain records and other information; and
    - (c) Cooperate with us in our investigation of the "product withdrawal".
4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:
- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
  - b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
  - c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
  - d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
    - (1) Costs of notification;
    - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
    - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
    - (4) Costs of computer time;
    - (5) Costs of hiring independent contractors and other temporary employees;
    - (6) Costs of transportation, shipping or packaging;
    - (7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

## **COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS**

### **1. Insuring Agreement**

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

### **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
  - (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded;
  - (3) In the preparation of estimates of profit or return on capital;
  - (4) In advising or failure to advise on financing of the work or project; or
  - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
  - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
  - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
  - (1) When all of the work called for in your contract or work order has been completed;
  - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - (1) Providing engineering, architectural or surveying services to others; and
  - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
  - l. "Property damage" to property other than "your product," "your work" or "impaired property."
  - m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
  - n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
  - o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
  - p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- 3. For the purposes of Coverage G, the following definition is added to the Definitions section:**
- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

#### **4. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **5. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

### **COVERAGE H. LOST KEY COVERAGE**

#### **1. Insuring Agreement**

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

#### **2. Exclusions**

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
  - 1) Misappropriation;
  - 2) Concealment;
  - 3) Conversion;
  - 4) Fraud; or
  - 5) Dishonesty.

#### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

### **EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU**

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:**

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

**1. Cost of Bail Bonds**

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2. Loss of Earnings**

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**SECTION II – WHO IS AN INSURED is amended as follows:**

**1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
  - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
  - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

**2. Broadened Who Is An Insured**

The following are added to Paragraph 2.:

**Subsidiaries**

- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

**Additional Insureds**

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Subparagraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### **3. Newly Formed or Acquired Organizations**

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

### **SECTION III – LIMITS OF INSURANCE is amended as follows:**

#### **1. Paragraph 2. is replaced with the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Voluntary "property damage" payments under Coverage D;
  - e. Care, Custody or Control damages under Coverage E.; and
  - f. Lost Key Coverage under Coverage H.

#### **2. Paragraph 5. is replaced with the following:**

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Voluntary "property damage" payments under Coverage D;
  - d. Care, Custody or Control damages under Coverage E;
  - e. Limited Product Withdrawal Expense under Coverage F;
  - f. Contractors Errors and Omissions under Coverage G.; and,
  - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### **3. Paragraph 6. is replaced with the following:**

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

**4. Paragraph 7. is replaced with the following:**

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**5. Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

**6. Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

**7. Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

**8. Paragraph 11. is added as follows:**

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

**9. Paragraph 12. is added as follows:**

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

**10. Paragraph 13. is added as follows:**

13. The General Aggregate Limit applies separately to:
  - a. Each of your projects away from premises owned by or rented to you; or
  - b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Paragraph 14. is added as follows:**

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
  - (1) An individual who is the sole owner;
  - (2) A partner, if you are a partnership or joint venture;
  - (3) An “executive officer” or insurance manager, if you are a corporation;
  - (4) A manager, if you are a limited liability company;
  - (5) A person or organization having proper temporary custody of your property if you die;
  - (6) The legal representative of you if you die; or
  - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

**2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

**3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

**4. Paragraph 6. is replaced with the following:**

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

**5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**6. Paragraph 10. is added as follows:**

**10. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.**

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **01-01-25** Policy No. **WC0100065141-05**

Endorsement No.

Insured **MATERIAL HANDLING SYSTEMS INC**

Premium \$ **Incl.**

Insurance Company **FCCI Insurance Company**

Countersigned By \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

**SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

**A. Paragraph 1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
  - (1)** Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2)** Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - (3)** Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f.** Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.
- g.** Any “employee” of yours using:
  - (1)** a covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by an “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2)** an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household
- h.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

**c. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

**d. Auto Loan/Lease Gap Coverage**

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not refunded by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
  - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue loan payments at the time of the "loss";
  - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
  - (c) Carry-over balances from previous loans.

**C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:**

3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown
  - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

**D. Section D. Deductible is deleted and replaced by the following:**

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils;will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
  - a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
  - b. Glass damage if repaired rather than replaced.

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

- A.** The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

**5. Transfer of Rights of Recovery against Others to Us**

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions:**

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY  
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY / NON CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**The following replaces SECTION IV – CONDITIONS, Paragraph 5. “Other Insurance” subsection a.:**

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

The above will apply to additional insureds unless a written contract specifically requires that this insurance be primary and noncontributing as to the additional insured. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the “bodily injury”, “property damage” or “personal and advertising injury.”

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Material Handling Systems Inc</div>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. 2741 Ne 4th Ave	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code Pompano Beach FL 33064	
	<b>7</b> List account number(s) here (optional)	

### Part I 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
6	5		-	0	5	9	5	0	3	9

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person

Date 1 January 2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “By signing the filled-out form” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
<ul style="list-style-type: none"> <li>• Interest and dividend payments</li> </ul>	All exempt payees except for 7.
<ul style="list-style-type: none"> <li>• Broker transactions</li> </ul>	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
<ul style="list-style-type: none"> <li>• Barter exchange transactions and patronage dividends</li> </ul>	Exempt payees 1 through 4.
<ul style="list-style-type: none"> <li>• Payments over \$600 required to be reported and direct sales over \$5,000<sup>1</sup></li> </ul>	Generally, exempt payees 1 through 5. <sup>2</sup>
<ul style="list-style-type: none"> <li>• Payments made in settlement of payment card or third-party network transactions</li> </ul>	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>*</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) <sup>**</sup>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

<sup>\*</sup> **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup> For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.