



|                   |                            |
|-------------------|----------------------------|
| Agreement         | 221210095                  |
| Document Type     | Blanket Purchase Agreement |
| Agreement Date    | 27-OCT-2022                |
| Change Order      | 5                          |
| Change Order Date | 05-OCT-2023                |
| Revision          | 4                          |
| Agreement Amount  | 1,534,131.00 USD           |

Procurement BU **BOCC-BU**  
**PO BOX 1110**  
**TAMPA, FL 33601**  
**Hillsborough**  
**UNITED STATES**

Supplier **ABILACY HOLDINGS LLC**  
**DBA FOREVERLAWN OF TAMPA BAY**  
**1113 E CASS ST**  
**TAMPA, FL 33602 HILLSBOROUGH**

Notes USD = US Dollar  
 This is a converted document which represents the remaining balance of the original order. All Pricing, Quantities, Delivery Requirements, Specifications, Terms, Conditions, Instructions, and Referenced Documents on the original order shall govern in the event of a discrepancy between the original order and this document. The original ordering document should be referenced and utilized for all information that the supplier relies on in the performance of the order

| Customer Number | Account     | Supplier Number                                | Payment Terms | Freight Terms    | FOB               | Shipping Method |
|-----------------|-------------|--|---------------|------------------|-------------------|-----------------|
|                 |             | 1000330  | Net 30        | Freight Included | FOB - Destination | Best Way        |
| Start Date      | End Date    | Confirm To                                     |               |                  |                   |                 |
| 07-MAY-2021     | 31-MAY-2026 | Wunderle, James S (James) Phone 1-813-301-7086 |               |                  |                   |                 |

| Line | Item   | UOM                | Price | Expiration Date |
|------|--|--------------------|-------|-----------------|
| 1    | Antistatic synthetic turf (limestone base) (6 foot fall height) (Base work included) | Square Foot (Feet) | 12.15 | 30-May-2023     |
| 2    | Antistatic synthetic turf (limestone base) (8 foot fall height) (Base work included) | Square Foot (Feet) | 12.60 | 30-May-2023     |

## Blanket Purchase Agreement 221210095 Change Order 5

| Line | Item  | UOM                | Price | Expiration Date |
|------|---|--------------------|-------|-----------------|
| 3    | Antistatic synthetic turf (limestone base) (10 foot fall height) (Base work included)                           | Square Foot (Feet) | 13.65 | 30-May-2023     |
| 4    | Antistatic synthetic turf (limestone base) (13 foot fall height) (Base work included)                           | Square Foot (Feet) | 14.00 | 30-May-2023     |
| 5    | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (6 foot fall height) (Base work included)  | Square Foot (Feet) | 14.00 | 30-May-2023     |
| 6    | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (8 foot fall height) (Base work included)  | Square Foot (Feet) | 15.00 | 30-May-2023     |
| 7    | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (10 foot fall height) (Base work included) | Square Foot (Feet) | 17.00 | 30-May-2023     |
| 8    | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (13 foot fall height) (Base work included) | Square Foot (Feet) | 19.00 | 30-May-2023     |
| 9    | Bonded Rubber Mulch Playing Surface (limestone base) (6 foot fall height) (Base work included)                  | Square Foot (Feet) | 13.00 | 30-May-2023     |

Blanket Purchase Agreement 221210095 Change Order 5

| Line | Item  | UOM                | Price | Expiration Date |
|------|---|--------------------|-------|-----------------|
| 10   | Bonded Rubber Mulch Playing Surface (limestone base) (8 foot fall height) (Base work included)  | Square Foot (Feet) | 14.00 | 30-May-2023     |
| 11   | Bonded Rubber Mulch Playing Surface (limestone base) (10 foot fall height) (Base work included) | Square Foot (Feet) | 16.00 | 30-May-2023     |
| 12   | Bonded Rubber Mulch Playing Surface (limestone base) (13 foot fall height) (Base work included) | Square Foot (Feet) | 18.00 | 30-May-2023     |
| 13   | Substitute Granite for Limestone  | Square Foot (Feet) | 1.00  | 30-May-2023     |
| 14   | Unitary Poured in Place - Color Variation Design (25%)  | Square Foot (Feet) | 0.50  | 30-May-2023     |
| 15   | Unitary Poured in Place - Color Variation Design (50%)  | Square Foot (Feet) | 1.00  | 30-May-2023     |
| 16   | Unitary Poured in Place - Color Variation Design (75%)  | Square Foot (Feet) | 1.50  | 30-May-2023     |

Blanket Agreement for information only. Do not ship.

Blanket Purchase Agreement 221210095 Change Order 5

| Line | Item   | UOM                | Price | Expiration Date |
|------|--|--------------------|-------|-----------------|
| 17   | Antistatic Synthetic Turf - Color Variation Design (25%)   | Square Foot (Feet) | 0.50  | 30-May-2023     |
| 18   | Antistatic Synthetic Turf - Color Variation Design (50%)   | Square Foot (Feet) | 1.00  | 30-May-2023     |
| 19   | Antistatic Synthetic Turf - Color Variation Design (75%)   | Square Foot (Feet) | 1.50  | 30-May-2023     |
| 20   | K-9 Synthetic Turf (Contractor excavation and base) (or equivalent)  | Square Foot (Feet) | 9.50  | 30-May-2023     |
| 21   | Antistatic synthetic turf (limestone base) (6 foot fall height) (Base work included)                             | Square Foot (Feet) | 5.00  |                 |
|      | <b>Notes</b> The Supplier provided a proposal for additional services at a reduced rate for a one-time purchase. |                    |       |                 |
| 22   | Antistatic synthetic turf (limestone base) (6 foot fall height) (Base work included)                             | Square Foot (Feet) | 12.78 |                 |
| 23   | Antistatic synthetic turf (limestone base) (8 foot fall  | Square Foot (Feet) | 13.25 |                 |

Blanket Purchase Agreement 221210095 Change Order 5

| Line | Item  | UOM                | Price | Expiration Date |
|------|---|--------------------|-------|-----------------|
|      | height) (Base work included)  |                    |       |                 |
| 24   | Antistatic synthetic turf (limestone base) (10 foot fall height) (Base work included)                           | Square Foot (Feet) | 14.36 |                 |
| 25   | Antistatic synthetic turf (limestone base) (13 foot fall height) (Base work included)                           | Square Foot (Feet) | 14.73 |                 |
| 26   | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (6 foot fall height) (Base work included)  | Square Foot (Feet) | 14.73 |                 |
| 27   | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (8 foot fall height) (Base work included)  | Square Foot (Feet) | 15.78 |                 |
| 28   | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (10 foot fall height) (Base work included) | Square Foot (Feet) | 17.88 |                 |
| 29   | Unitary Poured in Place Surfacing (limestone base) (Poured in Place) (13 foot fall height) (Base work included) | Square Foot (Feet) | 19.99 |                 |

Blanket Agreement for information only. Do not ship.

Blanket Purchase Agreement 221210095 Change Order 5

| Line | Item  | UOM                | Price | Expiration Date |
|------|---|--------------------|-------|-----------------|
| 30   | Bonded Rubber Mulch Playing Surface (limestone base) (6 foot fall height) (Base work included)  | Square Foot (Feet) | 13.67 |                 |
| 31   | Bonded Rubber Mulch Playing Surface (limestone base) (8 foot fall height) (Base work included)  | Square Foot (Feet) | 14.73 |                 |
| 32   | Bonded Rubber Mulch Playing Surface (limestone base) (10 foot fall height) (Base work included) | Square Foot (Feet) | 16.83 |                 |
| 33   | Bonded Rubber Mulch Playing Surface (limestone base) (13 foot fall height) (Base work included) | Square Foot (Feet) | 18.93 |                 |
| 34   | Substitute Granite for Limestone  | Square Foot (Feet) | 1.05  |                 |
| 35   | Unitary Poured in Place - Color Variation Design (25%)  | Square Foot (Feet) | 0.53  |                 |
| 36   | Unitary Poured in Place - Color Variation Design (50%)  | Square Foot (Feet) | 1.05  |                 |

Blanket Agreement for information only. Do not ship.

Blanket Purchase Agreement 221210095 Change Order 5

| Line  | Item   | UOM                | Price | Expiration Date |
|---|--|--------------------|-------|-----------------|
| 37  | Unitary Poured in Place - Color Variation Design (75%)                               | Square Foot (Feet) | 1.58  |                 |
| 38  | Antistatic Synthetic Turf - Color Variation Design (25%)                             | Square Foot (Feet) | 0.53  |                 |
| 39  | Antistatic Synthetic Turf - Color Variation Design (50%)                             | Square Foot (Feet) | 1.05  |                 |
| 40  | Antistatic Synthetic Turf - Color Variation Design (75%)                             | Square Foot (Feet) | 1.58  |                 |
| 41  | K-9 Synthetic Turf (Contractor excavation and base) (or equivalent)                  | Square Foot (Feet) | 9.99  |                 |
| 42  | Antistatic synthetic turf (limestone base) (6 foot fall height) (Base work included) | Square Foot (Feet) | 5.26  |                 |
| <p><b>Notes</b> The Supplier provided a proposal for additional services at a reduced rate for a one-time purchase.</p> |  |                    |       |                 |

Blanket Agreement for information only. Do not ship.

**HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**

**Standard Purchase Order Terms and Conditions**

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Procurement. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Procurement.

2. All invoices, packing lists and packages must include the purchase order number (located on the upper right corner of the purchase order). The vendor must provide a proper invoice by which payment will be processed. In accordance with §218.76(1), Fla. Stat., if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to [countyfinanceinvoices@hillsclerk.com](mailto:countyfinanceinvoices@hillsclerk.com) or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

| Method | Source            | Fee  | Remittance/Notice          |
|--------|-------------------|------|----------------------------|
| ACH    | Electronic (Bank) | None | Email (Invoice # & Amount) |



Blanket Purchase Agreement 221210095 Change Order 5

|                               |       |      |                           |
|-------------------------------|-------|------|---------------------------|
| (Direct Deposit) <sup>1</sup> |       |      |                           |
| Check                         | Paper | None | Stub (Invoice # & Amount) |

<sup>1</sup>Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> for the ACH enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.

6. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of documentation on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.

7. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

8. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.

9. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

10. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

11. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly-issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

12. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

Blanket Purchase Agreement 221210095 Change Order 5

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

14. INDEMNIFICATION (GENERAL LIABILITY—GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by §768.28, Fla. Stat., for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

15. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

16. LAWS, REGULATIONS, PERMITS & LICENSES: The vendor is 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 and/or services provided pursuant to this purchase order/contract shall be deemed to be a part of this purchase order/contract; and vendor represents and warrants that it is in compliance with such laws, rules and regulations. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish the goods and/or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.

17. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION: The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

18. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this Contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

19. TAXES: Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/19.

20. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E.

Blanket Purchase Agreement 221210095 Change Order 5

Kennedy Blvd., 25th Floor, Tampa, FL 33601, [procurement@HCFLgov.net](mailto:procurement@HCFLgov.net), or (813) 272-5790. Please visit <http://HCFLGov.net/vendors> to view or download the County's Procurement Policy and Procedures Manual.

21. RISK OF LOSS: Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

22. WARRANTY: The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

23. FISCAL NON-FUNDING CLAUSE: This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this purchase order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

24. ACCESS TO RECORDS: If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by vendor in connection with this purchase order.

25. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of §112.061, Florida Statutes.

26. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS -

**APPLICABLE TO SERVICES CONTRACTS ONLY**

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in contracts for services. The inclusion of this statement and provisions below shall not be construed to imply that the vendor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the vendor 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 vendor. As stated below, the vendor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the vendor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the vendor advice regarding its legal rights or obligations.

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

**a) Scott Stromer 813-272-5790,**

**b) StromerS@HCFLgov.net,**

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

Blanket Purchase Agreement 221210095 Change Order 5

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

- a) Keep and maintain public records required by the County to perform the services.
- b) 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.
- c) 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 purchase order/contract term and following completion of the purchase order/contract if the vendor does not transfer the records to the County.
- d) Upon completion of the contract, transfer at no cost to the County, all public records in possession of the vendor or keep and maintain public records required by the County to perform the service. If the vendor transfers all public records to the County upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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 vendor 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/purchase order by the County.

27. USE OF E-VERIFY, LEGALLY AUTHORIZED WORKFORCE & IMAGE BEST PRACTICES

a) E-Verify:

Vendor affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all vendors/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 vendors/contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate this purchase order/contract if it has a good faith belief that the vendor knowingly violated Florida Statutes Section 448.09(1); whereupon, the vendor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

b) Legally Authorized Workforce:

i) Vendor 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, vendor represents and warrants:

- aa) that vendor 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;
- bb) that all of vendor's employees are legally eligible to work in the United States; and
- cc) that the vendor 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).

ii) A mere allegation of vendor'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 vendor unless the County has a good faith belief that the vendor 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.

iii) Good faith claims/beliefs of the vendor'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-

c) IMAGE Best Practices: Vendor is encouraged to incorporate IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors.

## 28. CHANGES IN THE WORK/CHANGE ORDERS/MODIFICATIONS

a) All additions, deletions, or revisions to this purchase order/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 vendor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the vendor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the purchase order/contract documents. Change Order/Modification Agreement shall mean the written order to the vendor authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the purchase order/contract documents or an adjustment in the contract price after the award of and/or execution of the contract.

b) Additional work performed by the vendor without the authorization of a Change Order or Modification Agreement will not entitle the vendor 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 contract documents.

c) It is the vendor'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.

## 29. UTILIZATION OF DM/DWBEs

**a) This clause shall only be applicable to those contracts/procurements where the vendor has agreed to the goal established by the County for the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBEs) pursuant to Hillsborough County Resolution No. R06-264 and its subsequent amendments.**

b) Vendor acknowledges and agrees that it has committed to achieve the percentage goal stated on the ordering document(s) related to this procurement for the utilization of DM/DWBE businesses. Accordingly, vendor is required to subcontract a minimum of this percentage goal of the monetary value of the services and/or work to be performed under this contract to certified DM/DWBE businesses. Vendor shall not substitute with a non-DM/DWBE subcontractor or complete the services/work using its own forces without the prior written approval of the County's DM/DWBE Division Office. Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the vendor to obtain the services of another certified DM/DWBE business to achieve the DM/DWBE participation goal. To assist the vendor with identification of County-certified DM/DWBE businesses, vendor should refer to the County's DM/DWBE Directory which can be found on the County website at <https://www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women>.

c) Vendor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to confirm payments received from the County and to list any payments made by the vendor to DM/DWBE subcontractors, whether or not payment has been made to the vendor by the County. The County's Vendor Compliance System (B2GNOW) can be accessed at the following link: <https://hillsboroughcounty.diversitycompliance.com/>.

d) Vendor shall coordinate its DM/DWBE utilization efforts with the County-assigned project manager on this contract. Vendor is advised to contact the County's DM/DWBE Division Office at [MWSBE@HCFLGov.net](mailto:MWSBE@HCFLGov.net) for guidance and assistance regarding the County's DM/DWBE Program requirements, DM/DWBE certification, and/or utilization of the County's Vendor Compliance System (B2GNOW).

Blanket Purchase Agreement 221210095 Change Order 5

e) Failure of the vendor to comply with this section may constitute a material breach of contract and shall entitle the County to remedies as more specifically set forth in the County's Operational Procedures governing the DM/DWBE Program; such remedies may include, but are not limited to, the forfeiture of and/or recovery by the County of monies paid to the vendor under this contract intended for expenditure with a DM/DWBE subcontractor, and/or suspension or debarment of the vendor from bidding and/or working on County contracts for up to two (2) years. Vendor is advised that failure to comply with the requirements of this section may result in a non-responsibility determination of bids/offers by the vendor on future procurement solicitations issued by the County.

30. NO ASSIGNMENT OF CONTRACT: Vendor shall not make any assignment of this contract, 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 by the County for breach of contract.

Hillsborough County Standard Purchase Order Terms and Conditions – Revised 03/24/2022

*Blanket Agreement for information only. Do not ship*