



**City of Tampa**  
Jane Castor, Mayor

**Purchasing Department**  
Deanna Faggart, CPPO, NIGP-CPP, Director  
2555 E. Hanna Ave.  
Tampa, Florida 33610  
Office (813) 274-8351  
Fax: (813) 274-8355

**MEMORANDUM**

DATE: October 16, 2025  
TO: Ghoonesh Ramdial, Contracts Coordinator  
FROM: Erin Ellis, Procurement Analyst  
RE: **REQUEST FOR RENEWAL/RE-BID**

The award for **Fence Replacement, Repair and Installation for Retention Ponds (SMS), Bid# 11082223** provided by **JEB Management Inc DBA Good Neighbor Fence Company** will expire on **January 30, 2026**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **2.9%** escalation using the Consumer Price Index.

We are requesting information from you as to your needs relative to renewing the award for the above referenced goods. Please indicate your preference with an **(X)**, for one of the options listed below.

  x   1. You want to renew with the current vendor(s). **Please attach to the Request for Renewal/Re-bid form an explanation as to why it is in the best interest of the Department to Re-new rather than Re-bid. Include a statement that the current pricing has been reviewed and remains fair and reasonable. The information that you provide will appear in the background section of the agenda request form that will appear before City Council. Please submit the MBD-30 payment form (if applicable) to this renewal. The MBD-30 form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the evaluation period.**

- a.        Please complete the attached **Vendor Performance Evaluation** form.
- b.        Please complete the attached **MBD-30 Sub-Contractor Payment** form (if applicable for this renewal).

	<b>ESTIMATED EXPENDITURE</b>	<b>FUND</b>	<b>COST CENTER</b>	<b>ACCOUNT</b>
<b>FY 26</b>	<b>\$160,000.00</b>	<b>10700.234300.546000</b>		
<b>FY 27</b>	<b>\$80,000.00</b>	<b>10700.234300.546000</b>		

**(If funds are to be split between two fiscal years, please indicate the years and amounts)**

       2. You do not want to renew with this vendor and would like to Re-bid. **Please provide an explanation:**  
\_\_\_\_\_

       3. You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **October 27, 2025** in order that we may process your request in a timely manner.

Dept. Contact Name (Printed): Ghoonesh Ramdial Signature: Ghoonesh Ramdial Date: 10-22-2025

**Please fax to 813-274-8355 or email to [erin.ellis@tampagov.net](mailto:erin.ellis@tampagov.net)**

**VENDOR PERFORMANCE EVALUATION**

<b>Name of Vendor Reviewed:</b>	<b>JEB Management Inc DBA Good Neighbor Fence Company</b>	
<b>Contract Name &amp; Number:</b>	<b>Fence Replacement, Repair and Installation for Retention Ponds (SMS), Bid# 11082223</b>	
<b>Rating Period</b>	<b>From: November 2, 2024</b>	<b>To: present</b>

*Place an X for your selection*

	Excellent	Satisfactory	Unsatisfactory
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**Delivery/Service completed when required:**

Delivered/Service as ordered and to spec?

	<b>x</b>	
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Timeliness of Product/Service

	<b>x</b>	
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Quality of Product/Service

	<b>x</b>	
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Delivery of Products/ Complete/ Undamaged?

	<b>x</b>	
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**Please Describe Quality of Product or Service:**

**Satisfactory**

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Communication (Phone, E-Mail, or Fax availability)?

	<b>x</b>	
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Responsiveness and proper follow up regarding any contractual or performance issues?

	<b>x</b>	
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**Customer Satisfaction**

Product or Services fulfilled/completed

	<b>x</b>	
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Have you discussed issues with vendor?

\_\_\_x\_\_\_ Yes    \_\_\_ No

Would you like to request a meeting with Purchasing & Vendor?

\_\_\_ Yes    \_\_\_x\_\_\_ No

**Performance during rating period:**

**Satisfactory**

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**Customer Service Comments:**

**Satisfactory**

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Dept. Contact Name (Printed): Ghoonesh Ramdial

Signature: *Ghoonesh Ramdial*

10-22-2025



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director  
2555 E Hanna Avenue  
Tampa, Florida 33610

Office (813) 274-8351  
Fax: (813) 274-8355

October 22, 2025

Mr. Jefferey Bognolo  
Good Neighbor Fence Company  
5804 N Occident ST  
Tampa, FL 33614

Dear Mr. Bognolo

Your firm has an award with the City of Tampa to provide Fence Replacement, Repair and Installation for Retention Ponds (SMS), Bid No. # 11082223.

This existing award expires on January 30, 2026. Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional one year.

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form DMI10 – “Schedule of All Sub-Contractors/Consultants/Suppliers Solicited”
- Form DMI20 – “Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized”
- Form DMI30 – “Sub-Contractors/Consultant/Suppliers Payments”
- Affidavit of Compliance:
  - FS287.138 Compliance with Foreign Countries of Concern
  - FS287.133 Convicted Vendor List (Public Entity Crimes)
  - FS287.135 Prohibition Against Contracting with Scrutinized Companies
  - FS787.06 Prohibition Against Human Trafficking
  - FS448.095 Compliance With E-Verify

If your firm desires to renew the award, please complete and return the above listed documents. The MBD forms should document any subcontractors that are going to be used to provide goods/services for the award’s renewal period and/or if any request for payments has been submitted. If payments were not requested or subcontractors were not used, please mark each form accordingly. **All documents must be submitted for the award/contract to be renewed.**

If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Erin Ellis, Procurement Analyst  
813-348-3241  
[Erin.ellis@tampagov.net](mailto:Erin.ellis@tampagov.net)

**STATEMENT OF INTENT**

I, Charles Cole,

being authorized to contract for Good Neighbor Fence Co., do hereby

express the firm's desire to renew the above referenced agreement upon the same prices, same terms and conditions. I understand that an extension of the agreement requires the City's approval. This statement represents the above firm's binding approval of an extension of this agreement.

By: Charles Cole  
Authorized Signature

10/23/2025  
Date

Charles Cole  
Type or Print Name Above

Title: COO

Comments:

\_\_\_\_\_  
\_\_\_\_\_

( ) We do not wish to renew this award. The source for non-renewal is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name Above

Title: \_\_\_\_\_



**Page 1 of 2 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)  
(DMI 10 Form)**

Contract No.: \_\_\_\_\_ Contract Name: FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION BID 11082223)  
 Company Name: Good Neighbor Fence Company Address: 5804 N Occident St 33614  
 Federal ID: 03-0416868 Phone: 813-968-1921 Fax: \_\_\_\_\_ Email: jbognolo@fence4u.biz

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.**
- No Firms were contacted because:** We are a certified SBE for the City of Tampa
- See attached list of additional Firms solicited and all supplemental information (List must comply with this form)**

**Note: Form DMI-10 must list ALL subcontractors solicited**

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID				

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive  
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: *Charles Cole* Name/Title: Charles Cole / COO Date: 10/23/25



**Page 2 of 2 – DMI Solicited/Utilized**  
**Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) Solicited Form**  
**(DMI 10 Form)**

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included in this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba), if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the city, resulting in your business not using subcontractors and will self-perform all work. If, during the performance of the contract, you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) must be submitted with every pay application and invoice. **Note:** Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the box if, after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **"S" = SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises; **"O" = non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka "National Institute of Governmental Purchasing," are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522



City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

Contract No.: \_\_\_\_\_ Contract Name: FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION BID 11082223)  
 Company Name: Good Neighbor Fence Company Address: 5804 N Occident St 33614  
 Federal ID: 03-0416868 Phone: 813-968-1921 Fax: \_\_\_\_\_ Email: jboognolo@fence4u.biz

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply with this form)

**Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises: "O" for Other Non-Certified

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID				

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive.  
(Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_

Total SLBE Utilization \$ \_\_\_\_\_

Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: Charlie Cox Name/Title: Charles Cole / COO Date: 10/23/2025



Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) to be Utilized Form  
(DMI 20 Form)

**This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking the box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the city but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (DMI 30 Form) must be submitted with every pay application and invoice. **Note:** Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the box if, after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of DMI-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for the information of all subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **“S” = SLBE,** enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials (NIGP code if known).** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/DMI> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide the total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522.



Page 1 of 2 –DMI Payment

City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments (DMI 30 FORM)

Partial  Final

Contract No.: WO (if any): \_\_\_\_\_ Contract Name: FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLIC

Contractor Name: Good Neighbor Fence Company Address: 5804 N Occident St 33614

Federal ID: 03-0416868 Phone: 813-968-1921 Fax: \_\_\_\_\_ Email: jbognolo@fence4u.biz

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

\-Type of Ownership - S = SLBE, O = Other

Type	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
[ ] Sub [ ] Supplier			Amount Pending Previously Reported	Sub Pay Period Ending Date
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: Charles Cole Name/Title: Charles Cole / COO Date: 10/23/2025

DMI 30 form (rev. 08/2025)

Note: Detailed Instructions for completing this form are on the next page

Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

**(Modifying or omitting information from this form may result in non-compliance.)**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

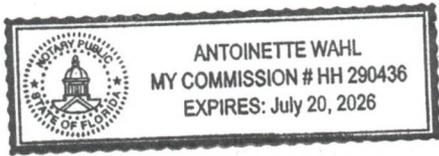
Date: 10/23/2025 (Affiant) Signed: *Charles Cole*  
 Entity: Good Neighbor Fence Co. Name: Charles Cole  
 Title: COO

STATE OF Florida  
 COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of October, 2025 by Charles Cole, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL/STAMP]

*Antoinette Wahl*  
 Signature of Notary  
 Name: Antoinette Wahl  
 (Print or Type Name)  
 Notary Public: State of Florida  
 My Commission Expires \_\_\_\_\_





**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Deanna Faggart, NIGP-CPP, CPPO, CPPB Director**  
2555 E. Hanna St  
Tampa, Florida 33610

Office (813) 274-8351  
Fax: (813) 274-8355

October 16, 2025

Mr. Jefferey Bognolo  
Good Neighbor Fence Company  
5804 N Occident ST  
Tampa, FL 33614

Subject: Fence Replacement, Repair and Installation for Retention Ponds (SMS), Bid No. # 11082223

Mr. Bognolo,

We are extending, per City of Tampa policy, "Supplemental Unilateral Renewal Periods" of the contract terms found in section 4.14.1, by 90 days while the City of Tampa completes the contract renewal approval process through the City Council. The new expiration date is January 30, 2026. We thank you for the services you have provided to the City of Tampa.

If you have any questions, please call Erin Ellis at (813) 348-3241.

Sincerely,

DeAnna Faggart, NIGP-CPP, CPPO, CPPB  
Purchasing Director

RESOLUTION NO. 2024 - 924

**A RESOLUTION APPROVING THE RENEWAL OF AN AWARD BETWEEN THE CITY OF TAMPA AND J.E.B. MANAGEMENT INC. DBA GOOD NEIGHBOR FENCE COMPANY, WITHOUT A PRICE ESCALATION, FOR THE FURNISHING OF FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION) IN THE ESTIMATED AMOUNT OF \$240,000 FOR USE BY THE MOBILITY DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2023-1184, passed and adopted by City Council on November 2, 2023, entered into an award with J.E.B. Management Inc. dba Good Neighbor Fence Company for the furnishing of Fence Replacement, Repair, and Installation for Retention Ponds (Sheltered Market Solicitation) for use by the Mobility Department; and

**WHEREAS,** said award provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension without a price escalation.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:**

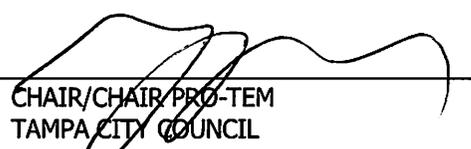
**Section 1.** That pursuant to Resolution No. 2023-1184, passed and adopted by the City Council on November 2, 2023, the City of Tampa is renewing the award with J.E.B. Management Inc. dba Good Neighbor Fence Company for an additional one-year period commencing at 12:01 a.m., November 2, 2024, and expiring at 12:00 midnight, November 1, 2025 upon the same terms and conditions as contained in the original award without a price escalation.

**Section 2.** This Resolution renews the award between the City of Tampa and J.E.B. Management Inc. dba Good Neighbor Fence Company for the furnishing of Fence Replacement, Repair, and Installation for Retention Ponds (Sheltered Market Solicitation) for a one-year period in the estimated amount of \$240,000, subject to annual appropriation, for use by the Mobility Department within the Stormwater Service Assessment Fund.

**Section 3.** That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON OCT 03 2024**

ATTEST:   
CITY CLERK/DEPUTY CITY CLERK

  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

APPROVED AS TO FORM:  
e/s  
BY MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

RESOLUTION NO. 2023 - 1184

**A RESOLUTION APPROVING THE SINGLE BID RESPONSE OF J.E.B. MANAGEMENT INC. DBA GOOD NEIGHBOR FENCE COMPANY FOR THE FURNISHING OF FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION) IN THE ESTIMATED AMOUNT OF \$216,265 FOR USE BY THE MOBILITY DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa issued Invitation to Bid #11082223 for the furnishing of Fence Replacement, Repair, and Installation for Retention Ponds (Sheltered Market Solicitation) for use by the Mobility Department; and

**WHEREAS,** J.E.B. Management Inc. dba Good Neighbor Fence Company submitted the lowest responsive, responsible bid.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That the single bid response of J.E.B. Management Inc. dba Good Neighbor Fence Company for the furnishing of:

Fence Replacement, Repair, and Installation for Retention Ponds (Sheltered Market Solicitation)  
Bid #11082223  
Estimated Expenditure: \$216,265,

such bid being the lowest responsive, responsible bid received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

**Section 2.** The award period shall be for a one-year period from the effective date of the awarding or approving Resolution, and may, by mutual written agreement, be renewed at the same terms and conditions for three additional one-year periods.

**Section 3.** This Resolution approves an award between the City of Tampa and J.E.B. Management Inc. dba Good Neighbor Fence Company for the furnishing of Fence Replacement, Repair, and Installation for Retention Ponds (Sheltered Market Solicitation) in the estimated amount of \$216,265 for use by the Mobility Department within the Stormwater Service Assessment Fund.

**Section 4.** That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON** NOV 02 2023.

ATTEST:   
CITY CLERK/DEPUTY CITY CLERK

  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

APPROVED AS TO FORM:  
e/s \_\_\_\_\_

BY MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

988

# AFFIDAVIT OF PUBLICATION

## ***PENNY SAVER WEEKLY NEWS, INC.***

*Published weekly in Tampa, Hillsborough, Pasco, Pinellas, Hernando and Polk County, Florida*

### **STATE OF FLORIDA, COUNTY OF HILLSBOROUGH**

Before me the undersigned authority, personally appeared Gail Hope, who on oath says that she is the publisher of the PENNY SAVER WEEKLY NEWS, INC., a weekly newspaper published in Tampa, in Hillsborough, Pasco, Pinellas, Hernando and Polk County, Florida; that the attached copy of advertisement being a true copy in the matter of

## **INVITATION TO BID SHELTERED MARKET SOLICITATION**

the Circuit Court of Hillsborough County, Florida, was published in said newspaper in the issues of

**8/10/2023 1x**

Affiant further says that the said PENNY SAVER WEEKLY NEWS, INC. is a newspaper published at Tampa, in said Hillsborough, Pasco, Pinellas, Hernando and Polk County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough, Pasco, Pinellas, Hernando and Polk County, Florida, each week and has been entered as second class matter at the post office in Tampa, in said Hillsborough County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; as well as being posted online at [www.floridapublicnotices.com](http://www.floridapublicnotices.com) and [www.pennysaverweeklynews.com](http://www.pennysaverweeklynews.com) and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

This 10th day of AUGUST, 2023.

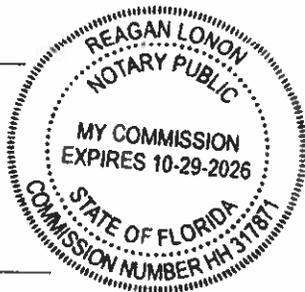
*Gail Hope*

Gail Hope, Publisher

SWORN TO and subscribed before me  
This 10th day of AUGUST, 2023.

*Reagan Lonon*

Reagan Lonon, Notary Public  
My Commission Expires 10/29/2026  
Commission #HH 317871



### **INVITATION TO BID SHELTERED MARKET SOLICITATION**

Sealed Bids from City of Tampa Certified Small Local Business Enterprises and Women/Minority Business Enterprises for the furnishing of the following will be received by the Director of Purchasing, City of Tampa.

**2:00 PM 8/22/23  
FENCE REPLACEMENT, REPAIR  
AND INSTALLATION SERVICES  
FOR RETENTION PONDS  
(SHELTERED MARKET  
SOLICITATION)**

**2:00 PM 9/7/23  
FACILITY AND STREET LIGHT  
MAINTENANCE AND REPAIR  
SERVICES AT HFC AWT PLANT  
(SHELTERED MARKET  
SOLICITATION)  
PRE-BID TO BE HELD ON  
8/22/23 @ 8:30 AM**

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: 8/10/2023  
Gregory K. Spearman, CPPO  
Director of Purchasing

City of Tampa, FL  
306 E. Jackson Street  
Tampa, FL 33602  
8/10/2023 1X



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, NIGP-CPP, CPPO, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

## **MEMORANDUM**

**DATE:** September 20, 2023  
**TO:** Gregory K. Spearman, CPPO, NIGP-CPP, Director of Purchasing  
**FROM:** Inger Welch, CPPB, Certified Senior Procurement Analyst  
**SUBJECT:** **Invitation to Bid Award Recommendation**

Below is the list of the bid received under **Bid Number 11082223, FENCE REPLACEMENT, REPAIR AND INSTALLATION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION)**

<b>BIDDER</b>	<b>BID AMOUNT</b>
<b>JEB Management Inc. dba Good Neighbor Fence Company</b>	<b>\$216,265</b>

Several potential companies were polled to see why they did not participate in this solicitation opportunity and those who responded said they could not meet the specifications or did not have the capacity for this award. The City of Tampa Mobility Department recommends JEB Management, Inc. dba Good Neighbor Fence Company as the lowest responsive and responsible bidder for the fence replacement, repair, and installation for retention ponds, and I agree with this recommendation.



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

**NOTICE OF INTENT TO AWARD**

DATE: **September 11, 2023**

ITB/RFP Title: **FENCE REPLACEMENT, REPAIR, AND INSTALLATION FOR  
RETENTION PONDS (SHELTERED MARKET SOLICITATION)**

ITB/RFP Number: **11082223**

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the City of Tampa Mobility Department staff has recommended to award the above-referenced Bid/RFP to:

JEB Management Inc, dba Good Neighbor Fence Company

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Gregory K. Spearman, CPPO, NIGP-CPP  
Purchasing Director



**City of Tampa**  
*Jane Castor, Mayor*

**Mobility Department**

**Vik Bhide, Director**  
107 North Franklin Street  
Tampa, Florida 33602

Office (813) 274-3101  
Fax: (813) 274-8901

DATE: September 6<sup>th</sup>,2023

TO: Gregory Spearman, Director, Purchasing Department

FROM: Vik Bhide, Director, Mobility Department

SUBJECT: Bid Award Recommendation for:  
**FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION)**  
**BID# 11082223**

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The Mobility Department, Operations Division has reviewed the bid and bid tabulation for:  
**FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION).**

The Division recommends: **GOOD NEIGHBOR FENCE.**

This firm is the lowest responsive and responsible bidders meeting all conditions of the bid.

The award period shall be for a one-year period from the effective date of the award and may by mutual written agreement be renewed at the same terms and conditions for three additional one-year periods.

Acquisition shall be limited to the availability of funds and shall be controlled by specific purchase requisitions.

The division is requesting the following award amount: **\$216,265.00**

The funding source for this award is: **Stormwater Service Assessment Fund - Account 10700.234300.546000**

Please contact Keith Gorman at (813) 293-1941 or Ghoonesh Ramdial at (813) 622-1951 if you require additional information. Thank you.

cc: Bryan Rodger, Mobility Operations Manager, Mobility Department  
Keith Gorman, Engineering Technician IV, Mobility Department  
Ghoonesh Ramdial, Contracts Coordinator, Mobility Department

Digitally signed by Bryan Rodger  
DN: cn=Bryan Rodger,  
ou=Stormwater Operations,  
email=Bryan.Rodger@tampagov.net, c=US  
Date: 2023.09.07 07:16:34 -04'00'



Welcome - City of Tampa | Logout

- SCAW ■ Solicitation ■ Sup View ■ Evaluation ■ Eval View ■ Contract Management ■ Spend Analytics ■
- Supplier Performance ■ KPI ■ Help ■

## Solicitation

- ✓ Evaluation
- 📄 Upload
- 📊 Tabulation
- 📄 Reports
- 📄 Award
- 📄 Debriefing
- 📄 Sub-Project

Solicitation: 11082223 - Fence Replacement, Repair and Installation for Retention Ponds (Sheltered Market Solicitation)

Publish to Supplier  
Published on: 8/22/2023 11:02:38 AM MST

Supplier	Bid Amount	Responded to All items
Good Neighbor fence	\$216,265.00	Yes



- SCAW ■ Solicitation ■ Sup View ■ Evaluation ■ Eval View ■ Contract Management ■ Spend Analytics ■
- Supplier Performance ■ KPI ■ Help ■

## Solicitation

- ✓ Evaluation
- 📄 Upload
- 📊 Tabulation
- 📄 Reports
- 🏆 Award
- 🗨️ Debriefing
- 📁 Sub-Project

Solicitation: 11082223 - Fence Replacement, Repair and Installation for Retention Ponds (Sheltered Market Solicitation)

PDF:

- Note 1:
- Note 2:
- Note 3:
- Note 4:
- Note 5:

**Enter Evaluation Bid Discount (%)**

0

**Good Neighbor fence**

Lot/Line	Qty		Good Neighbor fence			
I - Furnish and Install Galvanized Chain Link Fencing			Unit Cost	Extended Cost	Evaluation Cost	Comments
- 4 FT Fence with Posts @ 10 ft	10 Linear Foot/Feet		\$20.5000	\$205.00	\$205.00	
- 4 FT High Fabric Only - 9 gauge wire	10 Linear Foot/Feet		\$10.0000	\$100.00	\$100.00	
- 4 FT Fence with Posts @ 10 ft O.C. - 6 gauge wire	10 Linear Foot/Feet		\$25.0000	\$250.00	\$250.00	
- 4 FT High Fabric Only - 6 gauge wire	10 Linear Foot/Feet		\$15.0000	\$150.00	\$150.00	
- 4 FT High Corner Posts or End Posts	1 Each		\$210.0000	\$210.00	\$210.00	
- 4FT Wide Swing gate - 4 FT High	1 Each		\$950.0000	\$950.00	\$950.00	
- 5 FT Wide Swing Gate - 4 FT High	1 Each		\$1,000.0000	\$1,000.00	\$1,000.00	
- 6 FT Wide Swing Gate - 4 FT High	1 Each		\$1,050.0000	\$1,050.00	\$1,050.00	
- 12 FT Wide Rolling Gate - 4 FT High	1 Each		\$2,000.0000	\$2,000.00	\$2,000.00	
- 6 FT High Fence with Posts @ 10 FT O.C - 9 gauge wire	10 Linear Foot/Feet		\$23.5000	\$235.00	\$235.00	
- 6 FT High Fabric Only - 9 gauge wire	10 Linear Foot/Feet		\$12.0000	\$120.00	\$120.00	
- 6 FT High Fence with Posts @ 10 FT O.C - 6 gauge wire	10 Linear Foot/Feet		\$31.5000	\$315.00	\$315.00	
- 6 FT High Fabric Only - 6 gauge wire	10 Linear Foot/Feet		\$20.0000	\$200.00	\$200.00	

Lot/Line	Qty Foot/Feet		Good Neighbor fence			
- Furnish and Install 6 FT High Wooden Fence with Posts - Board on Board	20 Linear Foot/Feet		\$30.0000	\$600.00	\$600.00	
- Furnish and Install 6 FT High Vinyl Fence with Posts - Tongue and Groove	20 Linear Foot/Feet		\$40.2500	\$805.00	\$805.00	
- Furnish and Install Wood Bollards	50 Each		\$175.0000	\$8,750.00	\$8,750.00	
- Core Drill through Concrete	4 Each		\$125.0000	\$500.00	\$500.00	
- Core Drill through Asphalt	4 Each		\$120.0000	\$480.00	\$480.00	
- Contingency ( Bidder for this line enter \$10,000 for the unit price when completing your bid)	1 Each		\$10,000.0000	\$10,000.00	\$10,000.00	
- Minimum Work Order (Bidder please enter \$750 for the unit price on this bid line)	10 Each		\$750.0000	\$7,500.00	\$7,500.00	
- Install wood post and rail fencing	10 Linear Foot/Feet		\$33.5000	\$335.00	\$335.00	
- Removal and disposal of existing wood post and rail fencing	500 Linear Foot/Feet		\$7.0000	\$3,500.00	\$3,500.00	
<b>TOTAL</b>			<input type="checkbox"/>	<b>\$52,215.00</b>	<b>\$52,215.00</b>	

Lot/Line	Qty		Good Neighbor fence			
IV - Contingency Work Options			Unit Cost	Extended Cost	Evaluation Cost	Comments
- Hourly Man Hours Labor	1 Hour		\$90.0000	\$90.00	\$90.00	
<b>TOTAL</b>						

LOT SUMMARY

	Good Neighbor fence
I - Furnish and Install Galvanized Chain Link Fencing	\$15,705.00
II - Furnish and Install Vinyl Coated Chain Link Fencing	\$148,345.00
III - Removal and Miscellaneous Items	\$52,215.00
IV - Contingency Work Options	

**Agency Tabulation Notes:**

Enter Agency Tabulation Notes



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
Gregory K. Spearman, NIGP-CPP, CPPO, Director  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

August 1, 2023

**INVITATION TO BID (SHELTERED MARKET SOLICITATION)**

Sealed Bids for the furnishing of: **BID NO. 11082223, FENCE REPLACEMENT, REPAIR, AND INSTALLTION FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION)** will be received by the Director of Purchasing, City of Tampa, until **AUGUST 22, 2023, AT 2:00 PM**, then be opened.

**Only bids from current City of Tampa certified Small Local Business Enterprises (SLBE's), and Underutilized Women/Minority Business Enterprises (WMBEs) within the industry category of NON-PROFESSIONAL SERVICES shall be considered (see MBD Form-70).**

**\*NOTE:** The City of Tampa's WMBE policies are narrowly tailored to identify **Underutilized** WMBEs by industry category. Bidders who are certified in the **Underutilized** category for the work/product detailed herein are eligible for award. In all cases, the Bidder must be WMBE and/or SLBE certified prior to the opening date and time of the bid. As proof of certification, include copies of City of Tampa WMBE and/or SLBE certificates in the bid.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at [TampaADA@tampagov.net](mailto:TampaADA@tampagov.net), or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (Attachment A, is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the GetAll system shall be emailed to [support@getall.com](mailto:support@getall.com). Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to five business days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to GETALL. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character.** No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the GetAll system via link [https://erfp.integratise.com/getall/registration\\_initial\\_tmp.asp?c=&p=11082223&d=08/22/2023](https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=11082223&d=08/22/2023). **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the Confirm Bid button in the GetAll system. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact GetAll support at**

**support@getall.com to confirm their submittal was successful. The Bidder shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

## STATEMENT OF NO BID

### WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Invitation to Bid packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid.

## INSTRUCTIONS TO BIDDER

**SHELTERED MARKET for SLBEs and Underutilized WMBEs:** This bid is a Sheltered Market solicitation for current City of Tampa certified Small Local Business Enterprises (SLBEs) and **Underutilized** Women/Minority Business Enterprises (WMBEs) identified on **MBD Form-70** for **NON-PROFESSIONAL SERVICES**. Only submissions from current certified SLBEs and **Underutilized** WMBEs will be reviewed. **For additional information please visit the Equal Business Opportunity Office website at: http://www.tampagov.net/ebo**

City of Tampa bids are issued electronically via GetAll's system. Obtaining bids through GetAll will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than GetAll are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID within the GetAll system. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from GetAll (those who are on the Plan Holders List). Addenda will be posted and disseminated by GetAll at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted in the GetAll system and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via GETALL.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

**GENERAL CONDITIONS FOR  
FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS  
(SHELTERED MARKET SOLICITATION)**

**1. SCOPE AND CLASSIFICATION**

**1.1 SCOPE.** This is a sheltered market solicitation for City of Tampa Certified Small/Local Business Enterprises (SLBEs) and Underutilized Women/Minority Business Enterprises (WMBEs) within the identified industry category and describes fence replacement and repair services for retention ponds for the use of the Mobility Department of the City of Tampa.

**1.2 CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

**2. QUALITY ASSURANCE PROVISIONS**

**2.1. QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

**3. AWARDEE LIABILITY**

**3.1. NEXT LOW BIDDER.** In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing through GETALL for this specification.

**4. CONDITIONS**

**4.1. AUTHORIZATION.** All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

**4.2. FURNISHING BID ITEMS.** Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

**4.3. QUALITY.** The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

**4.4. QUANTITIES.** The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**4.5. ALTERNATE BIDS.** Bidder shall, as to each item, submit only one bid for the specified service. The offer of an alternate service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified.

The determination as to whether any alternate service bid is or is not equal to the service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

**4.6. PENALTIES.** The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

**4.7. ADDITION/DELETION.** The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

**4.8. SUBSTITUTION.** Awardee shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

**4.9. BID PRICES.** Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

**4.10. BID EVALUATION.** The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

**4.11. ERROR IN BID CALCULATION.** In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

**4.12. BASIS OF AWARD.** The City of Tampa reserves the right to award this bid by aggregate total, in whole or in part. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items within the lot(s). Contingency work options will not be considered in the determination of the lowest responsive responsible bidder.

**Award Criteria/Responsibility.** The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

**Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.**

An award will be made, if at all, within 120 days after opening of the bids.

**4.13. COMMUNICATION POLICY.** During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

**4.14. AWARD PERIOD AND RENEWAL.** The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for three additional one-year periods.

**4.14.1. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**4.15. NON-APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.16. PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals, thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case-by-case basis. Awardee shall provide documentation as requested by the City to justify the increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

**4.17. PERFORMANCE.** Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

**4.18. INSPECTION.** The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

**4.19. AWARD CHANGES.** No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, approved by resolution of the City Council of the City of Tampa.

**4.20. ASSIGNMENT.** To the extent permitted by applicable law, this award, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this award. Any attempted assignment of this award by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this award by the Awardee will not relieve the Awardee from the performance of its duties, covenants, agreements, obligations, and undertakings under this award, unless the assignment expressly provides otherwise. No assignment by the Awardee shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee. Notwithstanding the foregoing, the City may assign its rights under this award (without the Awardee's consent or approval) to a governmental

successor of the City. An assignment by the City of its rights under this award to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this award after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this award prior to the effective date of the assignment. Action by the City in awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this award.

**4.21. DEFAULT/RE-AWARD.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**4.22. CANCELLATION.** When deemed to be in the best interest of the City of Tampa, any awards resulting from this specification may be cancelled by the following means:

**4.22.1.** 10-day written notice with cause; or

**4.22.2.** 30-day written notice without cause.

**4.23. REJECTION.** The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

**4.24. GOVERNMENT PURCHASING COUNCIL.** Hillsborough County Government Purchasing Council ("GPC") members (ATTACHMENT A), may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.25. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES.** Unless otherwise stipulated by the Bidder in its bid response, the Bidder agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the award resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.26. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS.** The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

**4.27. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See section 287.133 (2)(a), Florida Statutes]

**4.28. FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Using **ATTACHMENT B – PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION**, Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Bidder's "**REDACTED**" copy. All submittals received in response to this solicitation will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the bid will become the exclusive property of the City.\* **All uploaded documents may not have special characters in the file name, #,\*,@, etc....**

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (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 designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

**\*Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

**4.28.1.** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4.28.2.** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**4.28.3.** The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such

records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2<sup>ND</sup> FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

**4.29. PROCUREMENT PROTEST PROCEDURES.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending award of any award in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**4.30. LAWS, CODES AND ORDINANCES.** Awardee shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

**4.31. AUDIT RIGHTS.** Awardee agrees that the City representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the award.

Awardee shall retain all such records for a minimum period of six (6) years from the date of termination of the award, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the award requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this award.

**4.32. CITY OF TAMPA ETHICS CODE.** Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522).

Moreover, each Bidder responding to this Invitation to Bid acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances). Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.33. SCRUTINIZED COMPANIES.** Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the award/contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

**4.34. AWARD LITIGATION/LEGAL PROCEEDINGS.** Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

**4.35. MINIMUM WAGE AMENDMENT.** Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

**4.36. AWARDEE BACKGROUND CHECKS.** When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee"

**4.37. DATA COLLECTION.** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

**4.38. INVOICING.** Awardee shall furnish the City Representative complete itemized invoices for the services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on GETALL. **The City will not accept an aggregate invoice.** As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of service;
- Cost of services as stated on Bid Response and extended price to reflect total cost for the number of services performed.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contractor contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

- Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments

- Form MBD-40 Letter of Intent (LOI)

**4.39. SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award or any rights or obligations thereunder without the prior written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all bids. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

**4.40. CONFLICT OF INTEREST.** The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on **ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

**4.41. GOVERNING LAW/VENUE.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

**4.42. PAYMENT.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.43. TAMPA PORT ACCESS.** All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.porttb.com/security>.

**4.44. EMPLOYEE VERIFICATION.** In accordance with Section 448.095, Florida Statutes, the Awardee agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services specified in the award. Awardee must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Awardee enters into a contract with a subcontractor, the subcontractor must provide the Awardee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Awardee shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Awardee has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Awardee, and the Awardee may not be awarded a solicitation with the City for at least 1 year after the date on which the award was terminated. The Awardee is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee has otherwise complied with the law, the City shall promptly notify the Awardee and order the Awardee to immediately terminate the contract with the subcontractor.

**4.45. BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES.** Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurement of \$100,000 or more, If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a **two percent (2%) discount** for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link

[https://library.municode.com/fl/tampa/ordinances/code\\_of\\_ordinances?nodeId=1171018](https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018)

**4.46. FORCE MAJEURE.** If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award. The other party has the right to terminate the award if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

**5. INDEMNIFICATION.** The Contractor/Successful Proposer/Contractor/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section 5 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this section 5. will not be limited by the amount of any insurance required

to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section 5 shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

## **6. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Awardee shall comply with the following Statement of Assurance:

During the performance of this Award, the Awardee herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Awardee does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Awardee's employees or applicants for employment.

Awardee understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Awardee herein assures the City that said Awardee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Awardee further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Awardee further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

### **6.1. EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present bid matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>**

## **7. INSURANCE**

This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

**8. RESPONSIBLE VENDOR DETERMINATION.** The City of Tampa will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor and will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**TECHNICAL SPECIFICATIONS FOR  
FENCE REPLACEMENT, REPAIR, AND INSTALLATION SERVICES FOR RETENTION PONDS  
(SHELTERED MARKET SOLICITATION)**

**9. SCOPE**

The Awardee shall furnish all labor, materials, supervision, equipment, tools, transportation and supplies necessary to provide the services as specified herein including but not limited to installation and removal of fencing within the City of Tampa.

**10. BIDDER REQUIREMENTS AND SUBMITTALS**

Bidder shall submit with their bid evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include:

- Provide proof, in form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business providing fencing services for at least five years.
- Provide a list of current contracts, their value, and a contact person with each firm, including email address & phone number.
- Provide at least 3 references who can verify work of commercial fencing installation and removal by your firm in the last 3 years. That work should be for a minimum of 6,600 linear feet of fencing work annually. Include email address & phone number.
- Proof of Maintenance of Traffic (MOT) intermediate certification.

**Failure to provide the listed material may cause the bidder to be deemed "non-responsive".**

The City Representative reserves the right to inspect the apparent low bidder's place of business and equipment prior to award of the bid to determine the responsibility and capability of the bidder to perform the services. The City Representative also reserves the right to solicit references in making judgment on the bidder's ability to perform said services. The City Representative shall make the sole determination as to whether or not sufficient experience and expertise exist and the Bidder's protocol is sufficient to achieve the desired results.

**11. AWARDEE DUTIES.**

The Awardee shall perform to the satisfaction of the Mobility Department, all of fencing services described in this bid document within the timeframe allotted in Section 13: Work Schedule.

The Work described in each bid item includes the Awardee furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with fencing services within the City Limits.

All Fencing Materials and Construction Methods shall meet the requirements of the Latest Edition of Florida Department of Transportation Standard specifications for Road and Bridge Construction, Section 550 – Fencing unless described here in the Technical Specifications.

- i) All fencing shall be made of 6 or 9 gauge galvanized 2" mesh knuckle/knuckle wire or 9 gauge Vinyl coated as selected by the department.
- ii) All fence line post, top rail, bracing and corner post shall be schedule 40 galvanized pipe.
- iii) All corner post shall be 3" diameter, all line post shall be 2" diameter and rails will be 1 5/8" diameter.
- iv) All fencing shall be installed with top rail and tension wire with wire tied every 16" on center on the top. All fencing above 8' will be installed with a middle rail tied every 16" on center.
- v) Fence ties shall be heavy duty requiring tools to tie or untie.

- vi) All posts will be concreted into the ground with a minimum hole size of 9" diameter and 24" depth. Concrete will either be 3000 PSI ready mix or high strength bag mix. Concrete will not exceed a 5-inch slump after mixed or from the truck. It will slope away from posts at ¼ inch per foot minimum.
- vii) All post will be capped and spaced no more than 10 feet apart
- viii) All gates 4-6' in length shall have 3" terminal post on both ends with bracing with a minimum hole size 9" diameter and 30" deep filled with concrete.
- ix) All gates 6-13' in length shall have 4" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 30" deep filled with concrete.
- x) All gates 13' and up shall have 6 5/8" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 48" deep filled with concrete.
- xi) Follow terrain so fencing maintains no more than a small gap at the bottom at most, any questions regarding slope of fence, contact the City Representative.

## **12. INSPECTION**

The Mobility Department shall inspect the Awardee's work on a daily basis. The Inspector will be the judge as to the acceptance of the work for which the Awardee shall be paid. The Manager of the Mobility Department or their designee will resolve all disputes concerning inspection or acceptance.

## **13. WORK SCHEDULE**

The Awardee shall provide to the Inspector a schedule of his or her activities on no greater than a weekly basis. The Awardee shall notify and receive approval by the City Representative of any alterations or deviations in advance of the work being started. The schedule can be handled by e-mail provided that it is accurate and complete. Verbal communication alone of this scheduling will not be acceptable. Failure by the contractor to complete the work by the respective milestones as agreed to above, excluding circumstances that are beyond the control of the Contractor, shall entitle the City to assess monetary deductions per calendar day of delay, as indicated in Article 15 below.

## **14. REQUIREMENTS FOR CONTROL OF THE WORK**

The Awardee shall conduct operations in such a manner that will result in the minimal inconvenience to occupants of adjacent homes and business establishments. Access to adjacent residential, public and commercial properties shall be provided at all times during work. No site shall become idle once construction commences. Workers are expected on location for every business day until each work order is closed. Any deviation from this mandate will require prior written approval from the City. If the City determines that the Awardee is not in compliance with these guidelines, the Awardee shall immediately cease all layout and demolition activities at the discretion of the City and devote his personnel to restoration of the construction sites.

## **15. MONETARY DEDUCTIONS**

In the event that the Awardee becomes noncompliant with work schedules, any other tasks required in the Technical Specifications; the Awardee shall be assessed monetary deductions of \$100 PER CALENDAR DAY for each day after written notification from the City for such noncompliance. The monetary deductions shall be assessed from each monthly invoice until all noncompliant work is brought into compliance.

## **16. RESTORATION/PROPERTY DAMAGE**

The Awardee shall take every precaution to avoid damage to surrounding properties. In the event that the Awardee has caused such damage, he/she shall repair, replace, and/or make good on any and all claims to the satisfaction of the City Representative and the claimant.

Grass or landscaped areas damaged by the Awardee shall be restored at the Awardee's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. If the Awardee damages any utilities, they shall immediately notify the utility company and Mobility Department Operations Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Awardee's expense.

If the Awardee damages any portion of an existing irrigation system, they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Awardee shall also notify the Mobility Department Operations Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Awardee's expense.

## **17. NOTICES**

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Awardee shall be sufficiently given if delivered to the office of the Awardee specified in the award (or to such other office as the Awardee may, from time to time, designate to the City in writing), or deposited in the United States Mail, postage-prepaid, mailed first class, registered, or certified mail, or upon delivery to a nationally recognized overnight courier service.

## **18. INVESTIGATION**

Prior to submitting a bid, Bidder shall be responsible for carefully examining the entire service area of the proposed work and adjacent premises and the various means of approach and access to each segment. Bidder shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing, and operating the necessary equipment and to overcome all difficulties involved in the completion of all the work specified herein. Failure to inspect thoroughly shall preclude the Awardee from citing challenging site conditions or difficulties encountered when performing the services and then demanding extra compensation for the performance of difficult work after initially quoting the requested services.

## **19. MAINTENANCE OF TRAFFIC**

Awardee shall furnish all temporary traffic control signs, stands, cones and flagmen to properly maintain traffic in accordance the Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) Design Standards, latest edition. Temporary traffic control signs, stands and channelizing devices will not be measured and is considered incidental to other traffic control items in the contract. All Maintenance of Traffic (MOT) plans must be pre-approved prior to any work to start. Flagger service shall be performed by state certified personnel and all must have their certification cards in their possession when performing flagging duties.

## **20. PERMITTING**

The Awardee shall be responsible for obtaining all other applicable City permits for this project. These can include, but may not be limited to, Right-of-way permit(s), tree removal/site clearing permit(s), and drainage/earthwork permit(s). The Awardee shall supply any required plans or other information to the issuing department. The time required for preparing, submitting, reviewing, and issuing the permits shall be included in the contract time period shown on the Price Proposal form and no payment shall be made for any delay incurred by this process. The cost for obtaining City permits shall be included in the various pay items, and no separate payment shall be made therefor. All sub-contractors working on the project shall obtain their own, separate permits as indicated above.

## **21. ADDITIONAL REQUIREMENTS**

Awardee shall provide adequate staffing as well as responsible and reputable management personnel to successfully manage the job. Staff capable of performing basic surveying to check and verify topographic information (i.e. line, grade, slope, interpret plans and drawings). The Awardee shall be responsible for survey or other necessary work procedures to complete the project in accordance with plans or as directed by Mobility Department Staff. Awardee shall be responsible for all applicable laws, codes, ordinances, and regulations in performance of the duties described herein. Awardee shall furnish all equipment and operators shall be capable of performing loading, hauling, and dumping. Equipment provided shall be capable of operating on-road and off-road locations. Awardee shall provide appropriate equipment to move excavated materials to disposal site locations in accordance with all applicable federal, state, and local regulations. Awardee

shall be responsible for obtaining their own "Sunshine" utility locate to identify all possible underground utilities within the work area. The Awardee is responsible for having all buried utilities identified, protected, replaced and/or properly repaired if damaged. Any repairs or replacement shall be at the Awardee's expense. Awardee shall be responsible for watering of any seed or sod which they have installed until adequate growth is achieved to prevent erosion. Awardee shall work under the direction of the Director of the Mobility Department, staff or their appointed designee. Awardee shall not contaminate shoulder, pavement or roadway with soils or other inappropriate materials. Awardee shall keep all paved surfaces clear and clean of all materials resulting from fencing work.

## **22. MAINTENANCE AND GUARANTEE**

The Awardee hereby guarantees all the work furnished under this bid against any defects in workmanship and materials for a period of one year following the date of final acceptance of the work by the City. Under this guarantee, the Awardee hereby agrees to make good, without delay, at his/her own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform satisfactorily all the work put upon it within the limits of the Bid Documents, and further, shall make good any damage to any part of the work caused by such failure. It is also agreed that all warranties, expressed or implied, inure to the benefit of the City and are enforceable by the City.

## **23 MINIMUM WORK ORDER**

The Minimum Work Order is defined as the minimum price the Awardee shall be paid for services on work that is within a four-block radius. Minimum Work Order is \$750.00. **Bidder shall enter \$750 for the unit price for this line when completing their bid.**

## **24. CONTINGENCY ALLOWANCE**

The City reserves the right to utilize the Awardee to provide items and services which may be required but are not listed in the bid lines in GetAll. Materials ordered under Contingency Allowance shall not exceed 15% mark-up from Awardee cost. Services received under Contingency Allowance shall be billed at the hourly labor rate indicated on the bid lines in GetAll. Payment from the Contingency Allowance shall be made only at the direction of City of Tampa Engineer under the bid line for Contingency Allowance is \$10,000.00. **For this line, the Bidder shall enter \$10,000 for the unit price for this line when completing their bid.**

## **25. QUANTITY AND PAYMENT**

The quantities specified in the bid are approximate. Payment shall be based on actual field measurement agreed to daily by the City and Awardee representative. The unit prices shall be full compensation for the pay items as described in the General Conditions and the technical specifications. No additional payment shall be made for any items necessary for the completion of this bid as detailed in the specifications.

## **26. ESTIMATED AMOUNT.**

The estimated annual dollar amount of the services required under this bid award is \$115,000.00, more or less. This amount is to be used for bidding purposes only. The City of Tampa shall not be held to any minimum or maximum dollar amount during the duration of any award resulting from this bid.

## ATTACHMENT A

### GPC LISTING

**City of Plant City**  
Purchasing Manager  
Drawer C  
Plant City, FL 33563  
813-659-4270 - Telephone  
813-659-4216 - Fax

**Hillsborough Community College**  
39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax

**Tampa Sports Authority**  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax

**City of Temple Terrace**  
P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax

**Hillsborough County Board of County Commissioners**  
601 E. Kennedy Blvd., 25th Floor  
Tampa, FL 33601  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
[procurementservices@hillsboroughcounty.org](mailto:procurementservices@hillsboroughcounty.org)

**Tax Collector**  
601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
[www.hillstax.org](http://www.hillstax.org)

**Clerk of Circuit Court**  
601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
[www.hillsclerk.com](http://www.hillsclerk.com)

**Hillsborough Co. Sheriff's Office**  
P.O. Box 3371  
Tampa, FL 33601  
813-247-8032 – Telephone  
813-242-1825 – Fax

**The Children's Board of Hills. County**  
1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
[www.childrensboard.org](http://www.childrensboard.org)

**Tampa-Hillsborough County Expressway Authority**  
1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax

**State Attorney's Office**  
800 E. Kennedy Blvd., 5th Floor  
Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax

**University of South Florida**  
Purchasing Services  
4202 E Fowler Ave SVC-1072  
Tampa, FL 33620  
813-971-3340 – Telephone

**Hillsborough Area Regional Transit Authority**  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax

**Tampa Port Authority**  
P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax

**Property Appraiser**  
601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
[www.hcpafl.org](http://www.hcpafl.org)

**Hillsborough Co. Aviation Authority**  
P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
[www.tampaairport.com](http://www.tampaairport.com)

**Supervisor of Elections**  
601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
[www.votehillsborough.org](http://www.votehillsborough.org)

**Tampa Palms Community Dev. Dist.**  
16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
[www.tpoa.net](http://www.tpoa.net)

**Hillsborough County School Board**  
P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007  
[www.sdhc.k12.fl.us](http://www.sdhc.k12.fl.us)

**City of Tampa Housing Auth.**  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax

**ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying:

**Note: Execute either section I. or II., but not both. Bidder may not modify language.**  
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature



08/14/2023

Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA**

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid are exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

08/14/2023

Date

**ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO  X

NAME(S) / POSITION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: JEB Management Inc. DBA Good Neighbor Fence Company

BY (PRINTED NAME): Jeffrey Bognolo

BY (SIGNATURE):  \_\_\_\_\_

TITLE: CFO/VP

DATE: 08/14/2023

## **BIDDER'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Jeffrey Bognolo

AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR AN ENTITY**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 14th day of August 2023, by Jeffrey Bognolo as CFO of Good Neighbor Fence Company a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

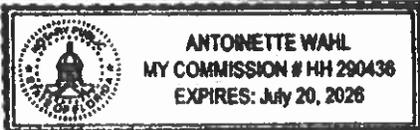
Antoinette Wahl  
Signature of Notary Public

Jeffrey Bognolo  
Signature of Affiant

Notary Public  
State of: Florida  
My Commission  
Expires: \_\_\_\_\_

Antoinette Wahl  
Printed, typed, or stamped  
Commissioned name of notary public

Jeffrey Bognolo  
Printed or typed name of Affiant



**BIDDER SUBMITTAL CHECKLIST  
 BID DOCUMENTS TO BE RETURNED**

BID #: 11082223	
BID TITLE: FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION)	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE    PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input checked="" type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input checked="" type="checkbox"/>
Did you fully complete the bid response page? *	<input checked="" type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input checked="" type="checkbox"/>
Did you complete Attachment B – Public Record Declaration or Claim of Exemption form?	<input checked="" type="checkbox"/>
Did you complete Attachment C – Conflict of Interest Disclosure Form?	<input checked="" type="checkbox"/>
Did you submit the Bidder requirements and submittals as requested in section 10?	<input checked="" type="checkbox"/>
Did you say yes to Bidder's Criminal History Screening Practices, submit documentation to qualify for 2% Discount?	<input type="checkbox"/>
Did you sign and include Addendum with bid submission, if applicable?*	<input type="checkbox"/>

\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".

**Requested Voluntary Information Regarding  
 Bidder's Initial Employment Application Content**

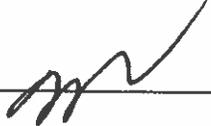
Per Section 4.45 Bidder's Criminal History Screening Practices, Bidder will comply with ("ban the box requirements")

YES ( ) If yes, required documentation must be submitted with your bid response in order to be considered for the 2% evaluation discount.

NO (X)

NO ( ) However, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

Firm Name: JEB Management Inc DBA Good Neighbor Fence Company

Authorized signature:  Date: 08/14/2023

**BID RESPONSE FOR  
FENCE REPLACEMENT AND REPAIR SERVICES FOR RETENTION POND  
(SHELTERED MARKET SOLICITATION)**

*Please Print or Type*

I the undersigned, as Bidder, hereby declare that I have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted on GETALL.

Firm Name: JEB Management Inc DBA Good Neighbor Fence Company

Authorized Representative's Name: Jeffrey Bognolo

Authorized Representative's Title: CFO/VP

Address: 5804 N Occident Street

City: Tampa State: FL Zip: 33614

Telephone No.: 813-968-1921 Fax No.: \_\_\_\_\_ Email: Jbognolo@fence4u.biz

Federal I.D. #: 03-0416868

Type Organization:     Individual     Small Business     Non-Profit     LLC  
                                  Partnership     Corporation     Joint Venture

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:  
 Yes     No    License # 205755

Minority Business Status:     Black     Hispanic     Woman     Other Small Business

Is your business certified as a minority business with any government agency?     Yes     No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
<u>Hillsborough County</u>	<u>HC-0972/23</u>	<u>04/16/2025</u>
<u>City of Tampa Florida</u>	<u>N/A</u>	<u>04/20/2025</u>

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid.**

**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature:  \_\_\_\_\_ Date: \_\_\_\_\_





## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all bids.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**  
**<http://www.tampagov.net/ebo>**



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive**

**Page 3 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-20)**

Contract No.: 23-P-00907 Contract Name: **FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION) BID #11082223**

Company Name: Jeffrey Bognolo CFO/VP Address: 5804 N Occident St Tampa, FL 33614  
Federal ID: 03-0416868 Phone: 813-968-1921 Fax: Email: jboqnolo@fence4u.biz

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)  
**Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: we are a SBA w/ City of Tampa

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

**Failure to Complete, Sign and Submit  
this form with your Bid Shall render the  
Bid Non-Responsive.  
(Do Not Modify This Form)**

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
Total SLBE Utilization \$ \_\_\_\_\_  
Total WMBE Utilization \$ \_\_\_\_\_  
Percent SLBE Utilization of Total Bid Amt. / 00 % Percent WMBE Utilization of Total Bid Amt. \_\_\_\_\_ %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: [Signature] Name/Title: Jeffrey Bognolo CFO/VP Date: \_\_\_\_\_

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive  
Forms must be included with Bid**



## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

**This form must be submitted with all bids. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.** Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>**



**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**     Partial     Final

Contract No.: 23-P-00907 Contract Name: **FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES FOR RETENTION PONDS (SHELTERED MARKET SOLICITATION) BID #11082223**

Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_

Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

GC Pay Period \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \_\_\_\_\_ Total Contract Amount(including change orders): \_\_\_\_\_

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form  
(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form my result in non-compliance.)**

**Contract No.** This is the number assigned by the City of Tampa for the bid.

**W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** A number assigned to a business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

**Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

**City Department.** The City of Tampa department to which the contract pertains.

**Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.

**Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

**Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

**Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

**Final Payment.** Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

**(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

**Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.

**SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.

**Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.

**Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.

**Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.

**Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.

**Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

For additional information can be found on the Equal Business Opportunity (EBO) Office website at:  
<http://www.tampagov.net/ebo>

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

<b>FORMAL PROCUREMENT</b>	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.

### Underutilized WMBE Sub-Contractors / Sub-Consultants

<b>SUB WORK</b>	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman

### Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

### Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

### Industry Categories

**Construction** is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

**Construction-Related Services** are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

**Professional Services** are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

**Non-Professional Services** are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

**Goods** are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

### MBD Form-70

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- (1) Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
- (2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title, and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**Revised 10/5/2022**



## **Minority and Small Business Development**

### **Certification Program**

This is to certify that in accordance with City of Tampa Ordinance 2008-89

**JEB Management, Inc. DBA Good Neighbor Fence Co.**

is hereby certified as a

**Small Local Business Enterprise (SLBE)**

In the following specialty(ies)

**Fencing Installation**

**The certification is valid from January 31, 2023 to April 20, 2025**

**Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.**

**Gregory K. Hart, Manager  
Minority and Small Business Manager**



Hillsborough  
County Florida

**Board of County Commissioners  
Economic Development Department  
Minority and Disadvantaged Business Development**

## **Small Business Registration**

JEB Management, Inc. DBA Good Neighbor Fence Co.

HC-0872/23

Valid from January 24, 2023 - April 16, 2025

**Approved Lines of Business:**

Fencing, Fence Installation

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department

2023 - 2024

OCC. CODE

280.053000 FENCE ERECTOR

HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

1 Employees

ACCOUNT NO.  
205755  
RENEWAL

BUSINESS GOOD NEIGHBOR FENCE COMPANY  
5804 N OCCIDENT ST  
TAMPA, FL 33614

Receipt Fee 22.00  
Hazardous Waste Surcharge 0.00  
Law Library Fee 0.00

NAME GOOD NEIGHBOR FENCE COMPANY  
MAILING 5804 N OCCIDENT STREET  
ADDRESS TAMPA, FL 33614

2023-2024

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

Paid 22-634-002220  
07/07/2023 22.00

NANCY C MILLAN, TAX COLLECTOR  
813-635-6200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



5804 N Occident St • Tampa, FL 33614  
OFFICE 813-968-1921 • FAX 813-241-6070 • EMAIL [info@fence4u.biz](mailto:info@fence4u.biz)  
WEB SITE [www.fence4u.biz](http://www.fence4u.biz)

### PROJECT REFERENCES

**2012/2013/2014 – Hillsborough County Annual Fence Term Contract - \$250,000.00**

Hillsborough County BOCC  
Ray Gurka, Contracts Manager  
601 E. Kennedy Blvd.  
Tampa, FL 33602  
e-mail: [gurkar@hillsboroughcounty.org](mailto:gurkar@hillsboroughcounty.org)  
Phone #813-272-6043 FAX #813-276-2443

**2013/2014 – Pasco County Annual Fence Term Contract - \$123,000.00**

Pasco County Purchasing Department  
Scott P. Stromer, Purchasing Director  
West Pasco Govt. Complex  
8919 Government Drive  
New Port Richey, FL 34654-5598  
Phone #727-847-8194 FAX #727-847-8065

**2013/2014 –Cape Coral Army Reserve Center - \$49,411.00**

FSA & JKC Joint Venture One, LLC  
Ben Perry, Project Manager  
202 E. Center Street  
Tarpon Springs, FL 34689  
e-mail: [bperry@ikokolakis.com](mailto:bperry@ikokolakis.com)  
Phone #727-942-2211 FAX#727-937-5708

**2015 – Ruben Padgett Park Renovations - \$105,349.00**

New Vista Builders  
Matt Carlson  
4906 N. Manhattan Ave.  
Tampa, FL 33614  
e-mail: [matthewnvbg@gmail.com](mailto:matthewnvbg@gmail.com)  
#813-200-8340

**2015 – Hertz Headquarters - \$89,556.00**

Turner Construction Company  
Patrick Hussey  
8101 Williams Rd.  
Estero, FL 33928  
e-mail: [phussey@tcco.com](mailto:phussey@tcco.com)  
#407-210-2501

## **PROJECT REFERENCES (continued)**

**2015/2016 – Public Safety Operations Complex - \$125,182.00**

Clark Construction Group, LLC  
Travis Chess  
e-mail: [travis.chess@clarkconstruction.com](mailto:travis.chess@clarkconstruction.com)  
2502 North Rocky Point Drive, Ste. 200  
Tampa, FL 33607  
#813-534-7014

**2016 – Fishhawk Sports Complex - \$125,954.00**

QGS Development  
Daniel Woody  
e-mail: [dwoody@ggsdevelopment.com](mailto:dwoody@ggsdevelopment.com)  
17502 C.R. 672  
Lithia, FL 33547  
#813-634-3326

**2016 – Rodney Colson Park – Cricket Field - \$18,294.00**

Energy Services & Products Corporation  
Michael G. Knettel  
e-mail: [michaelk@corporatefl.com](mailto:michaelk@corporatefl.com)  
3817 W. Humphrey St. Suite 203  
Tampa, FL  
#813-931-8853

**2015/2016/2017 – Hills. Co. Fence Installation Term Contract - \$250,000.00**

Hillsborough County BOCC  
Ray Gurka  
e-mail: [GurkaR@hillsboroughcounty.org](mailto:GurkaR@hillsboroughcounty.org)  
P.O. Box 1110  
Tampa, FL 33601-1110  
#813-272-6043

**2017 – Lithia Water Treatment Facility - \$233,287.50**

Hillsborough County BOCC  
Joseph Rymer  
e-mail: [Rymerj@hillsboroughcounty.org](mailto:Rymerj@hillsboroughcounty.org)  
P.O. Box 1110  
Tampa, FL 33601-1110  
#813-209-3076

**2017 – Central Water Treatment Facility - \$202,510.00**

Hillsborough County BOCC  
Joseph Rymer  
e-mail: [Rymerj@hillsboroughcounty.org](mailto:Rymerj@hillsboroughcounty.org)  
P.O. Box 1110  
Tampa, FL 33601-1110  
#813-209-3076

## **PROJECT REFERENCES (continued)**

### **2018/2019 – Lake Hancock Solar - \$409,826.37**

Phillips & Jordan, Inc.  
Jake Ertle  
e-mail: [Jake@pandj.com](mailto:Jake@pandj.com)  
8940 Gall Blvd.  
Zephyrhills, FL 33541  
#813-780-4306

### **2018 – County-Wide Soccer Complex - \$131,490.54**

Hillsborough County  
Chris Postiglione  
e-mail: [PostiglioneC@HillsboroughCounty.ORG](mailto:PostiglioneC@HillsboroughCounty.ORG)  
601 E. Kennedy Blvd.,  
Tampa, FL 33602  
#813-299-2884

### **2018/2019 – Balm Solar Sit Prep. - \$488,485.00**

Phillips & Jordan, Inc.  
Wesley Compo  
e-mail: [wcompo@pandj.com](mailto:wcompo@pandj.com)  
8940 Gall Blvd.  
Zephyrhills, FL 33541  
#(813) 714-9437

### **2018 – Medline Industries - \$405,655.00**

McShane Construction  
Jack Sweany  
e-mail: [jsweany@mcshane.com](mailto:jsweany@mcshane.com)  
9500 W. Bryn Mawr Ave., Suite 200  
Rosemont, IL 60018  
#(847) 692-8968

### **2019/2020 – Hills. Co. Fence Installation Term Contract - \$500,000.00**

Hillsborough County BOCC  
Erthel Hill  
e-mail: [hille@HCFLGov.net](mailto:hille@HCFLGov.net)  
P.O. Box 1110  
Tampa, FL 33601-1110  
#813-272-7008

### **2019/2020 – City of Tampa Contract – Retention Ponds - \$100,000.00**

City of Tampa  
Ghoonesh Ramdial, E.I.  
e-mail: [ghoonesh.ramdial@tampagov.net](mailto:ghoonesh.ramdial@tampagov.net)  
3802 E 26th Ave.  
Tampa, FL 33605  
#813-393-7908

**PROJECT REFERENCES (continued)**

**2020 – The Conlan Company – Project Normandy Deltona \$205,741.00**

The Conlan Company  
Billy Latsko  
e-mail: [blatsko@conlancompany.com](mailto:blatsko@conlancompany.com)  
10752 Deerwood Park Blvd. South, Suite 105  
Jacksonville, FL 32256-0901  
# 904-309-8000

**2020 – Fabworx – Portofino Vineyards Apartments \$74,412.00**

Fabworx  
Eric Wirgin  
e-mail: [fabworx@embarqmail.com](mailto:fabworx@embarqmail.com)  
848 SE 9<sup>th</sup> St.  
Cape Coral, FL 33990  
#239-573-9353

**Certified Profile**CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>JEB Management, Inc., DBA Good Neighbor Fence Co.</b>
OWNER	<b>Jeffrey Bognolo</b>
ADDRESS	<b>5804 N. Occident Street Tampa, FL 33614 <a href="#">[map]</a></b>
PHONE	<b>813-968-1921</b>
FAX	<b>813-241-6070</b>
EMAIL	<b><a href="mailto:info@fence4u.biz">info@fence4u.biz</a></b>
WEBSITE	<b><a href="http://www.fence4u.biz">http://www.fence4u.biz</a></b>
ETHNICITY	<b>Caucasian</b>
GENDER	<b>Male</b>
COUNTY	<b>Hillsborough (FL)</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Tampa</b>
CERTIFICATION TYPE	<b>SLBE - Small Local Business Enterprise</b>
EXPIRATION DATE	<b>4/20/2025</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Fencing Installation</b>

**Commodity Codes**

Code	Description
NAICS 238990	Fencing contractors (except electronic containment fencing for pets)
NIGP 330	Fencing
NIGP 33000	FENCING
NIGP 98136	Fencing Rental or Lease
NIGP 98815	Fence Installation, Maintenance and Repair

## **Additional Information**

INDUSTRY

**Construction**



**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

**Person Or Organization**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

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 04/17/2025  
Insured GOOD NEIGHBOR FENCE CO  
Policy No. Z127396211 FSMG  
Policy Period 04/17/2025 To 04/17/2026  
Issued On 02/18/2025

ZENITH INSURANCE COMPANY - 13145

At Sarasota, FL

  
CHIEF EXECUTIVE OFFICER

**From:** IOA Certificate Desk SMTP:Certdesk@ioausa.com  
**To:** CityofTampa CityofTampa@Ebix.com  
**CC:**  
**Subject:** (2025-2026) (J E B Management, Inc dba Good Neighbor Fence Company) - Renewal Certificate  
**Date:** 4/25/2025 1:45:04 PM  
**Attachment(s):**

CAUTION: This email originated from outside of the organization! DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Hello,

Please find the attached renewed Holder Pack. If you have any questions or need anything additional, please contact your dedicated Commercial Lines – Service Team Representative listed below and included on your certificate for further assistance.

[Nancy.Fahlsing@ioausa.com](mailto:Nancy.Fahlsing@ioausa.com)

Thank you!

[IOA Certificate Issuance Team](#)  
[Commercial Lines - Insurance Office of America](#)  
[www.ioausa.com](http://www.ioausa.com)



### **Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

### **Blanket Waiver of Subrogation Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
  2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B.** **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**  
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**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  
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.

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

## **FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**  
**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
  - (2) A watercraft you do not own that is:
    - (a) Less than 50 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**  
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
  - a. **Coverage**  
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
    - (1) You do not own;
    - (2) Which is not registered in your name; or
    - (3) Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.
  - b. **Exclusions**  
With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - 1) That are, or are contained in any property that is:
    - a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - b) Otherwise in the course of transit by you or on your behalf; or
    - c) Being disposed of, stored, treated or processed into or upon the "auto";
  - 2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
  - 3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2** and **(3)(a)3** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (b) Any loss, cost or expense arising out of any:
  - 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- (4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
  - (a) War, including undeclared or civil war;
  - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (5) "Bodily injury" or "property damage" for which the insured 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:

- (a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
  - (b) That the insured would have in the absence of the contract or agreement.
  - (6) "Property damage" to:
    - (a) Property owned or being transported by, or rented or loaned to any insured; or
    - (b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
  - (7) (a) "Bodily injury" to:
    - 1) An "employee" of the insured arising out of and in the course of employment by the insured; or
    - 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1**.
  - (b) This exclusion applies:
    - 1) Whether the insured may be liable as an employer or in any other capacity; and
    - 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
  - (c) This exclusion does not apply to:
    - 1) Liability assumed by the insured under an "insured contract".
    - 2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- c. Who Is An Insured**  
 With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.  
**SECTION II - WHO IS AN INSURED**  
**(1)** Each of the following is an insured with respect to this coverage.

- (a) You.
  - (b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
  - (c) Your members if you are designated in the Declarations as a limited liability company.
  - (d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
  - (e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- (2) None of the following is an insured:
- (a) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
  - (b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
    - 1) Such person; or
    - 2) Any partner or "executive officer" of yours or a member of his or her household; or
    - 3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
  - (c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
  - (d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
  - (e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**d. Additional Definitions**

The following definition applies to only this coverage.

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

**e. Limits of Insurance**

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

**SECTION III - LIMITS OF INSURANCE**

- (1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits".
- (2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
- (a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
  - (b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
    - 1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
    - 2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

**3. BROADENED SUPPLEMENTARY PAYMENTS**  
**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

**4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

**5. PERSONAL INJURY EXTENSION**

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

**(1) SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended. The following exclusion is added. This insurance does not apply to: **Americans With Disabilities Act (ADA)** "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
- (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
- (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
  - (a) Facilities used as, or designated or constructed for use as places of public accommodation;
  - (b) Facilities used as, or designated and constructed for use as a commercial facility;
  - (c) Telecommunication systems;
  - (d) Telephones;
  - (e) Internet;

(f) Websites; or

(g) Televisions.

**(2) SECTION V - DEFINITIONS** is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

**6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU****a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.**

- (1) The last paragraph is deleted and replaced by the following paragraph.  
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
- (a) "Property damage" to:
- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- (b) "Property damage" caused by or resulting from any of the following:
- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
  - 2) Cracking, settling, expansion or shrinking;
  - 3) Smoke or smog;
  - 4) Birds, insects, rodents or other animals;
  - 5) Wear and tear;
  - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
  - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
    - a) You make a reasonable effort to maintain heat in the building or structure; or
    - b) You drain the equipment and shut off the water supply if the heat is not maintained.
- (c) "Property damage" caused directly or indirectly by any of the following:
- 1) Water that backs up from a drain or sewer;

- 2) Mud flow or mudslide;
  - 3) Volcanic eruption, explosion or effusion;
  - 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
  - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
  - 6) Water under the ground surface pressing on, or seeping or flowing through:
    - a) Walls, foundations, floors or paved surfaces;
    - b) Basements, whether paved or not; or
    - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**b. Limits of Insurance**

**SECTION III - LIMITS OF INSURANCE** is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

- 6.** The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

**c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,**

Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

**8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

- a. (1) SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
  - (b) "Property damage"; or
  - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
  - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
- but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- b. This provision is subject to the following additional exclusions.
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
- SECTION II - WHO IS AN INSURED** is amended. Paragraph 3. is deleted and replaced by the following paragraph.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- 11. BLANKET WAIVER OF SUBROGATION**
- SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to 8. **Transfer Of Rights Of Recovery Against Others To Us**. When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.