

Solicitation F-4664-21-RL

Athletic Field Maintenance

Bid Designation: Public



City of Hollywood, Florida

Bid F-4664-21-RL Athletic Field Maintenance

Bid Number	F-4664-21-RL
Bid Title	Athletic Field Maintenance
Bid Start Date	Feb 11, 2021 11:44:31 AM EST
Bid End Date	Mar 23, 2021 3:00:00 PM EDT
Question & Answer End Date	Mar 2, 2021 5:00:00 PM EST
Bid Contact	Robert Lowery Procurement Contracts Officer 954-921-3552 RLOWERY@hollywoodfl.org
Bid Contact	Daniel Mainero Procurement Specialist 954-921-3248 dmainero@hollywoodfl.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	180 days
Bid Comments	The CITY of Hollywood is seeking proposals from qualified Contractor's to establish a contract to provide athletic field maintenance services at designated parks within the CITY limits in conformity with the requirements as specified herein.

Addendum # 1

New Documents

- Bogg East .jpg**
- Boggs West .jpg**
- Driftwood .jpg**
- Hollywood West.jpg**
- Rotary.jpg**
- Washington .jpg**

Item Response Form

Item	F-4664-21-RL--01-01 - BOGGS FIELD: Boggs East / Police Athletic League Field Maintenance
Quantity	12 month
Unit Price	<input type="text"/>

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 12

Description

Boggs East / Police Athletic League Field Maintenance

Item **F-4664-21-RL-01-02 - BOGGS FIELD: Boggs West Field Maintenance**

Quantity **12 month**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 12

Description

Boggs West Field Maintenance

Item **F-4664-21-RL-01-03 - BOGGS FIELD: Boggs East / Police Athletic League Irrigation Maintenance**

Quantity **12 month**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 12

Description

Boggs East / Police Athletic League Irrigation Maintenance

Item **F-4664-21-RL-01-04 - BOGGS FIELD: Boggs West Irrigation Maintenance**

Quantity **12 month**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 12

Description

Boggs West Irrigation Maintenance

Item **F-4664-21-RL-01-05 - BOGGS FIELD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio**

Quantity **10000 square foot**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 10000

Description

Bermuda Turf Installation (includes removal, disposal, site prep and installation)

Item	F-4664-21-RL-01-06 - BOGGS FIELD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesal
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>
	Qty 1

Description

Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesale

Item	F-4664-21-RL-01-07 - BOGGS FIELD: Chemicals & Fertilizers
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>
	Qty 1

Description

Chemicals & Fertilizers

Item	F-4664-21-RL-01-08 - BOGGS FIELD: Miscellaneous supplies and materials
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>
	Qty 1

Description

Miscellaneous supplies and materials

Item	F-4664-21-RL-02-01 - DRIFTWOOD: Driftwood Field Maintenance
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>
	Qty 12

Description

Driftwood Field Maintenance

Item	F-4664-21-RL-02-02 - DRIFTWOOD: Driftwood Irrigation Maintenance
Quantity	12 month

Unit Price

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 12**Description**

Driftwood Irrigation Maintenance

Item

F-4664-21-RL--02-03 - DRIFTWOOD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio

Quantity

10000 square foot

Unit Price

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 10000**Description**

Bermuda Turf Installation (includes removal, disposal, site prep and installation)

Item

F-4664-21-RL--02-04 - DRIFTWOOD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 1**Description**

Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesale

Item

F-4664-21-RL--02-05 - DRIFTWOOD: Chemicals & Fertilizers

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 1**Description**

Chemicals & Fertilizers

Item

F-4664-21-RL--02-06 - DRIFTWOOD: Miscellaneous supplies and materials

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified

Qty 1**Description**

Miscellaneous supplies and materials

Item	F-4664-21-RL-03-01 - HOLLYWOOD WEST: Hollywood West Field Maintenance
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida
	<u>No Location Specified</u>

Qty 12**Description**

Hollywood West Field Maintenance

Item	F-4664-21-RL-03-02 - HOLLYWOOD WEST: Hollywood West Irrigation Maintenance
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida
	<u>No Location Specified</u>

Qty 12**Description**

Hollywood West Irrigation Maintenance

Item	F-4664-21-RL-03-03 - HOLLYWOOD WEST: Bermuda Turf Installation (includes removal, disposal, site prep and installatio
Quantity	10000 square foot
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida
	<u>No Location Specified</u>

Qty 10000**Description**

Bermuda Turf Installation (includes removal, disposal, site prep and installation)

Item	F-4664-21-RL-03-04 - HOLLYWOOD WEST: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Hollywood, Florida
	<u>No Location Specified</u>

Qty 1**Description**

Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesale

Item **F-4664-21-RL--03-05 - HOLLYWOOD WEST: Chemicals & Fertilizers**

Quantity **1 each**

Percentage

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Chemicals & Fertilizers

Item **F-4664-21-RL--03-06 - HOLLYWOOD WEST: Miscellaneous supplies and materials**

Quantity **1 each**

Percentage

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Miscellaneous supplies and materials

Item **F-4664-21-RL--04-01 - ROTARY PARK: Rotary Park Field Maintenance**

Quantity **12 month**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 12

Description

Rotary Park Field Maintenance

Item **F-4664-21-RL--04-02 - ROTARY PARK: Rotary Park Irrigation Maintenance**

Quantity **12 month**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 12

Description

Rotary Park Irrigation Maintenance

Item **F-4664-21-RL--04-03 - ROTARY PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio**

Quantity **10000 square foot**

Unit Price

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 10000**Description**

Bermuda Turf Installation (includes removal, disposal, site prep and installation)

Item

F-4664-21-RL--04-04 - ROTARY PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 1**Description**

Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesale

Item

F-4664-21-RL--04-05 - ROTARY PARK: Chemicals & Fertilizers

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 1**Description**

Chemicals & Fertilizers

Item

F-4664-21-RL--04-06 - ROTARY PARK: Miscellaneous supplies and materials

Quantity

1 each

Percentage

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 1**Description**

Miscellaneous supplies and materials

Item

F-4664-21-RL--05-01 - WASHINGTON PARK: Washington Park Field Maintenance

Quantity

12 month

Unit Price

Delivery Location

City of Hollywood, FloridaNo Location Specified**Qty** 12

Description

Washington Park Field Maintenance

Item **F-4664-21-RL--05-02 - WASHINGTON PARK: Washington Park Irrigation Maintenance**
Quantity **12 month**Unit Price Delivery Location **City of Hollywood, Florida**No Location Specified**Qty** 12**Description**

Washington Park Irrigation Maintenance

Item **F-4664-21-RL--05-03 - WASHINGTON PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio**
Quantity **10000 square foot**Unit Price Delivery Location **City of Hollywood, Florida**No Location Specified**Qty** 10000**Description**

Bermuda Turf Installation (includes removal, disposal, site prep and installation)

Item **F-4664-21-RL--05-04 - WASHINGTON PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa**
Quantity **1 each**Percentage Delivery Location **City of Hollywood, Florida**No Location Specified**Qty** 1**Description**

Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesale

Item **F-4664-21-RL--05-05 - WASHINGTON PARK: Chemicals & Fertilizers**
Quantity **1 each**Percentage Delivery Location **City of Hollywood, Florida**No Location Specified**Qty** 1**Description**

Chemicals & Fertilizers

Item **F-4664-21-RL-05-06 - WASHINGTON PARK: Miscellaneous supplies and materials**
Quantity **1 each**
Percentage
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description

Miscellaneous supplies and materials

Item **F-4664-21-RL-06-01 - SUPPLEMENTAL WORK: St. Augustine "Floratam" Sod**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description

St. Augustine "Floratam" Sod

Item **F-4664-21-RL-06-02 - SUPPLEMENTAL WORK: Tifway 419 Sod**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description

Tifway 419 Sod

Item **F-4664-21-RL-06-03 - SUPPLEMENTAL WORK: Celebration Bermuda Sod**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description

Celebration Bermuda Sod

Item **F-4664-21-RL-06-04 - SUPPLEMENTAL WORK: Bahia Sod**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description

Bahia Sod

Item F-4664-21-RL-06-05 - SUPPLEMENTAL WORK: Red Mulch - 2 cu. ft bag**Quantity** 1 each**Unit Price** **Delivery Location** City of Hollywood, FloridaNo Location Specified

Qty 1

Description

Red Mulch - 2 cu. ft bag

Item F-4664-21-RL-06-06 - SUPPLEMENTAL WORK: Spanish Gold Mulch - 2 cu. ft bag**Quantity** 1 each**Unit Price** **Delivery Location** City of Hollywood, FloridaNo Location Specified

Qty 1

Description

Spanish Gold Mulch – 2 cu. ft bag

Item F-4664-21-RL-06-07 - SUPPLEMENTAL WORK: Soil - 70/30 mix**Quantity** 1 cubic yard**Unit Price** **Delivery Location** City of Hollywood, FloridaNo Location Specified

Qty 1

Description

Soil – 70/30 mix

Item F-4664-21-RL-06-08 - SUPPLEMENTAL WORK: Soil 80/20 mix**Quantity** 1 cubic yard**Unit Price** **Delivery Location** City of Hollywood, FloridaNo Location Specified

Qty 1

Description

Soil – 80/20 mix

Item **F-4664-21-RL-06-09 - SUPPLEMENTAL WORK: Red Mulch - Blown**
Quantity **1 cubic yard**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description
Red Mulch - Blown

Item **F-4664-21-RL-06-10 - SUPPLEMENTAL WORK: Spanish Gold Mulch - Blown**
Quantity **1 cubic yard**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description
Spanish Gold Mulch – Blown

Item **F-4664-21-RL-06-11 - SUPPLEMENTAL WORK: Annuals Mix**
Quantity **1 cubic yard**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description
Annuals Mix

Item **F-4664-21-RL-06-12 - SUPPLEMENTAL WORK: Sand - Golf Course Trap Sand**
Quantity **1 cubic yard**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1

Description
Sand – Golf Course Trap Sand

Item **F-4664-21-RL-06-13 - SUPPLEMENTAL WORK: Sand - 70/30 mix**
Quantity **1 cubic yard**
Unit Price
Delivery Location **City of Hollywood, Florida**
[No Location Specified](#)

Qty 1**Description**

Sand - 70/30 mix

Item	F-4664-21-RL-06-14 - SUPPLEMENTAL WORK: Crimson Stone for Baseball/Softball Warning Tracks (Installed 1/2 inch thick)
Quantity	1 square foot
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>

Qty 1**Description**

Crimson Stone for Baseball/Softball Warning Tracks (Installed ½ inch thick)

Item	F-4664-21-RL-06-15 - SUPPLEMENTAL WORK: Field Clay for Baseball/Softball Infields and Pitcher's Mounds
Quantity	1 ton
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>

Qty 1**Description**

Field Clay for Baseball/Softball Infields and Pitcher's Mounds

Item	F-4664-21-RL-06-16 - SUPPLEMENTAL WORK: Bio-Barrier 12" Root Barrier
Quantity	1 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>

Qty 1**Description**

Bio-Barrier 12" Root Barrier

Item	F-4664-21-RL-07-01 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Laborer/Groundskeeper
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida <u>No Location Specified</u>

Qty 1**Description**

Laborer/Groundskeeper

Item **F-4664-21-RL--07-02 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Irrigation Helper**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Irrigation Helper

Item **F-4664-21-RL--07-03 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Irrigation Technician - Certified**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Irrigation Technician - Certified

Item **F-4664-21-RL--07-04 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Large Equipment Operator**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Large Equipment Operator

Item **F-4664-21-RL--07-05 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Supervisor/Foreman**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**

[No Location Specified](#)

Qty 1

Description

Supervisor/Foreman

Item **F-4664-21-RL--07-06 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Graduate Horticulturist**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Graduate Horticulturist

Item **F-4664-21-RL-07-07 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Bobcat w/operator**
Quantity **1 hour**
Unit Price
Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Bobcat w/operator

Item **F-4664-21-RL-07-08 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Front end loader w/operator**
Quantity **1 hour**
Unit Price
Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Front end loader w/operator

Item **F-4664-21-RL-07-09 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: 18-yard dump truck w/driver**
Quantity **1 hour**
Unit Price
Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
18-yard dump truck w/driver

Item **F-4664-21-RL-07-10 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: 75-ton crane w/operator**
Quantity **1 hour**
Unit Price
Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
75-ton crane w/operator

Item	F-4664-21-RL-07-11 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Work boat w/operator
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida No Location Specified

Qty 1**Description**

Work boat w/operator

Item	F-4664-21-RL-07-12 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Climber/trimmer
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida No Location Specified

Qty 1**Description**

Climber/trimmer

Item	F-4664-21-RL-07-13 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Chipper truck w/operator
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida No Location Specified

Qty 1**Description**

Chipper truck w/operator

Item	F-4664-21-RL-07-14 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Bucket truck w/operator
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Hollywood, Florida No Location Specified

Qty 1**Description**

Bucket truck w/operator

Item	F-4664-21-RL-07-15 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Water Truck w/operator
Quantity	1 hour
Unit Price	<input type="text"/>

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Water Truck w/operator

Item **F-4664-21-RL-07-16 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Spray Technician**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Spray Technician

Item **F-4664-21-RL-07-17 - LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Laser Grading of Sports Field**

Quantity **1 hour**

Unit Price

Delivery Location **City of Hollywood, Florida**
No Location Specified

Qty 1

Description
Laser Grading of Sports Field

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Federal Tax Identification Number:

If Corporation - Date Incorporated/Organized:

State Incorporated/Organized:

Company Operating Address:

City State Zip Code

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: Email Address:

Phone Number (include area code): Fax Number (include area code):

Company's Internet Web Address:

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Issue Date

City of Hollywood, Florida
Solicitation # F-4664-21-RL**SUBMISSION**

Proposal Due Date: Mar 23, 2021 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.



CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

Issue Date

City of Hollywood, Florida
IFB # F-4664-21-RL

1.0 GENERAL TERMS AND CONDITIONS

1.1 INSTRUCTIONS TO BIDDERS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Robert Lowery
City of Hollywood
Attention: Robert Lowery
Phone: 954-921-3552
Fax:
E-mail: RLOWERY@hollywoodfl.org

and,

To the Contract Compliance Officer:
Paul A. Bassar
Office of the City Manager
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954) 921-3628 Fax: (954) 921-3086
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).
- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the

contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has

engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the

Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3552.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to RLOWERY@hollywoodfl.org.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not

submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 PUBLIC ENTITY CRIMES

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 a contract to provide any goods or Services to a public entity, may not submit a bid on a 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the

opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with

input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.

- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter

referred to as "Developed Works" shall become the property of the City.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto

set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - 1. The Contractor has not delivered Deliverables on a timely basis;
 - 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 - 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution,

or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for

complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

SECTION 2: ATHLETIC FIELD MAINTENANCE

2.1 PURPOSE

The CITY of Hollywood is seeking proposals from qualified Contractors to establish a contract to provide athletic field maintenance services at designated parks within the CITY limits in conformity with the requirements as specified herein.

2.2 MINIMUM QUALIFICATIONS

Contractor shall have a minimum of five (5) years experience in providing athletic field grounds maintenance and related services, of a similar scope, size and complexity as those services desired by the CITY. Relevant experience includes the maintenance and installation of athletic fields with Bermuda turf, including fields with clay surfaces; St. Augustine grass, plants, shrubs, small trees and palms under 10 feet in height and other plant materials; irrigation management; fertilizer and herbicide applications; and disease and pest management. Contractor shall have been in continuous operation for a minimum of the past five (5) years from the date that this proposal is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida.

Contractor must be fully licensed/certified with all required State and/or local government licenses, certifications and permits, including, but not limited to, disease and pest control/pesticides, herbicides, irrigation, horticultural services, etc., as required to perform the requested services in this proposal.

Education and Degree: CONTRACTOR must have at least one full time employee with a degree in turf management, agronomy, horticulture or a related field to manage this project.

Licenses: CONTRACTOR must have staff licensed with all required State and/or Local government licenses and permits, including, but not limited to, disease and pest control, herbicides, irrigation, horticultural services, etc.

Pesticide Certification: CONTRACTOR must have a certified pesticide applicator through the State of Florida, Department of Agriculture & Consumer Services. This individual will perform any pesticide, herbicide, and fungicide applications for this contract.

Florida Green Industries Certification: CONTRACTOR must have at least one full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this contract.

Know-the-Flow Certification: CITY prefers CONTRACTOR have at least one full time employee who has completed Broward County's "Know -the- Flow" course.

2.3 CONTRACT TERM

The term of this contract shall be for a period of three (3) years beginning upon date of award. The CITY may renew this contract for two (2) additional one (1) year periods subject to CITY's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

2.4 SCOPE OF SERVICES

The CITY is requesting proposals from qualified contractors for athletic field grounds maintenance services under a continuing services contract. The Contractor shall provide labor, supervision, equipment, supplies, tools, materials, and other necessary incidentals required to perform maintenance and operations of the CITY's athletic facilities. Scope of work includes but is not limited to the maintenance of natural turf sports fields, and irrigation.

The Athletic Facilities Maintenance Services shall be partitioned into six (6) locations and it is the CITY's intent to request pricing for each location:

Boggs East/Police Athletic League Football Fields. 6.9 acres.

Boggs West Soccer Fields. 7.35 acres.

Driftwood Baseball Fields. 9.7 acres.

Hollywood West Baseball Field. 3 acres.

Rotary Park Baseball Fields. 17.27 acres.

Washington Park Football Fields. 6 acres.

Proposers may submit a proposal for one facility, all facilities, or a combination of facilities. CITY may award one facility or multiple facilities to a CONTRACTOR. City intends to award services to a maximum of two CONTRACTORS.

All proposers are advised that the CITY has NOT authorized the use of the CITY's seal by individuals or entities responding to the CITY's solicitation, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

2.5 DESCRIPTION OF SERVICE

The CONTRACTOR shall provide labor, supervision, equipment, supplies, tools, materials, and other necessary incidentals required to perform the maintenance and management aspects of athletic facilities maintenance and operation.

The CONTRACTOR may open and close athletic facilities in accordance with the days and hours of operation. The opening and closing the facilities include but is not limited to the unlocking and opening and closing and locking all entry gates.

The CITY shall open and close all public restrooms buildings within the athletic facilities in accordance with the days and hours of operation. The opening and closing the parks restrooms includes but is not limited to the unlocking and opening and closing and locking all restroom doors.

The CONTRACTOR shall be responsible for the maintenance and turf management of all sports field turf which includes but not limited to installation and renovation.

The CONTRACTOR shall maintain and manage all clay sports field surfaces and other ancillary areas of the sports fields.

The CONTRACTOR shall prepare and line all sports fields for use, including practices, games and during tournaments. The CONTRACTOR shall have the necessary staff on site to accomplish the tasks set forth herein. See Section 2.6 Sports Field Usage.

The CONTRACTOR shall maintain all landscaping within the CITY athletic facilities. Work shall include but is not limited to St. Augustine sod mowing and edging; shrubs & hedges maintenance; pruning of small trees and palms under 10 feet in height; fertilization; disease and pest management; application of herbicides; sod replacement and debris cleanup.

The CONTRACTOR shall inspect, maintain, and repair the landscape irrigation system. The maintenance and repair of irrigation pumps is NOT included in the Scope of Work.

The following activities are NOT included in the Scope of Work: pruning or removal of trees and palms 10 feet or more in height, building repairs & maintenance, fence and gate repair, playground repairs, parking lot and asphalt repairs, parking light pole repairs and maintenance, sports field lighting repairs & maintenance, sidewalk repairs and maintenance, and maintenance of the water body of CITY lakes and canals.

2.6 FIELD USAGE

The parks operations and sports field maintenance shall include but is not limited to the adequate coverage to support the following organized sports.

Boggs East	
<i>Date</i>	<i>Season</i>
January – April	Flag Football
June – November	Tackle Football
Boggs West	
<i>Date</i>	<i>Season</i>
January – May	Soccer
May – August	Soccer Tryouts

September - December	Soccer
Driftwood	
<i>Date</i>	<i>Season</i>
January – May	Spring Baseball
June – August	Baseball Academy
September – December	Fall Baseball
Hollywood West	
<i>Date</i>	<i>Season</i>
January – May	Spring Baseball
June – August	Baseball Academy
September – December	Fall Baseball
Rotary Park	
<i>Date</i>	<i>Season</i>
January – May	Rec Baseball
January - May	Travel Baseball
June – August	Travel Baseball
August - December	Rec Baseball
August - November	Travel Baseball
Washington Park	
<i>Date</i>	<i>Season</i>
Feb – April	Flag Football
June – December	Tackle Football

FEE SCHEDULE AND ESTIMATED QUANTITIES

The proposed amount for each item in the Fee Schedule - Exhibit B, shall be inclusive of all the costs to complete the work within the proposed completion time.

No guarantee is expressed or implied as to the quantity of services to be procured under this Agreement.

ATHLETIC FACILITIES

Athletic facilities are listed below with the name, size (in acres), address and usual hours of operation. A summary of the amenities at each park is provided.

In addition to the amenities listed for each facility, all facilities have a grass swale, landscape consisting of trees, palms, shrubs, hedges, and sod.

A. Boggs Field East/Police Athletic League. 6.9 acres

2311 North 23rd Ave, Hollywood, FL 33020. Monday – Friday: 5pm – 9:30pm and Saturday: 9am – 10pm.

Two (2) natural grass football fields

Two (2) outdoor basketball courts

One (1) multi-purpose natural grass field approx. 200 ft X 165 ft

Crushed shell walking path

CITY of Hollywood Police Department maintains the Police Athletic League building.

B. Boggs Field West. 7.35 acres

2310 North 23rd Ave, Hollywood FL 33020. Monday – Friday: 5pm – 9:30pm and Saturday: 9am – 5pm.

Two 312' X 210' (11 vs 11) natural grass soccer fields

One 180' X 105' (7 vs 7) natural grass soccer fields

Five 90' X 60' (3 vs 3) natural grass soccer fields

One playground

One (1) building with concession stand, multi-purpose room, and restrooms

C. Driftwood Baseball Fields. 9.7 acres

North 69 Way, Hollywood FL 33024. Monday – Friday: 5pm – 9:30pm and Saturday: 9am – 5pm

Four (4) natural grass baseball/softball fields

One (1) baseball batting cage

One (1) building with concession stand, and restrooms

D. Hollywood West. 3 acres

6770 Garfield Street, Hollywood FL 33024. Monday – Friday: 5pm – 9:30pm and Saturday: 9am – 3pm.

One natural grass baseball/softball field

One (1) building with concession stand, and restrooms

E. Rotary Park. 17.27 acres

3150 Taft St, Hollywood, FL 33021. Monday – Friday: 5pm – 9:30pm and Saturday: 9am – 5pm.

Eight (8) baseball/softball fields with dugouts and bullpen pitching rubbers and home plates

One (1) playground

Three (3) batting cages

Three (3) practice pitching mounds and home plates

One (1) building with concession stand, multi-purpose room, and restrooms
One (1) boat launch

F. Washington Park

5199 Pembroke Road, Hollywood FL 33021. Monday – Friday: 5pm – 9:30pm and
Saturday: 9am – 3pm.

One (1) Bermuda natural grass football field
One (1) Bermuda natural grass multipurpose field
One (1) building with concession stand, multi-purpose room, and restrooms
One (1) basketball court
Two (2) paddleball courts

Note: CITY may request Contractor reconfigure field layout and/or paint different size fields in addition to or in lieu of above.

CITY OWNED MAINTENANCE BUILDINGS AND YARD

The CONTRACTOR shall have use of CITY owned athletic maintenance buildings at Boggs Field West, Driftwood, Hollywood West, Rotary Park, and Washington Park as well as a yard at Rotary Park. Use of these facilities for any other purpose other than for the performance of services related to this Agreement is strictly prohibited. Use by the CONTRACTOR for non-CITY related business or activities shall constitute a breach of this Agreement and may result in termination of this Agreement.

Prior to taking occupancy of these facilities, the CONTRACTOR shall make a video recording an inventory of CITY owned furniture, equipment and supplies in order to record the existing conditions. After review and verification by the CITY and the CONTRACTOR, the CONTRACTOR shall submit the video and the inventory to the CITY as a record of the existing conditions.

Boggs Field West Maintenance Shop. 47 X 26 ft.
Driftwood Baseball Field Maintenance Building. 29 X 16 ft.
Hollywood West Maintenance Building. 39 X 34 ft.
Rotary Park Maintenance Shop. 38 X 29 ft.
Rotary Park West Yard. 19 X 102 ft.
Rotary Park South Yard. 50 X 105 ft.
Washington Park Maintenance Shop. 26 X 15 ft.

The CONTRACTOR shall be responsible for maintaining all CITY owned maintenance facilities in a neat, clean, and functional manner, and shall be responsible for any damages beyond normal wear and tear, and/or vandalism. The CONTRACTOR shall notify CITY of any damaged facilities or infrastructure discovered during their routine maintenance and service activities.

The CONTRACTOR shall be responsible to obtain and maintain cabinets and other containers as warranted by the requirements to store and house all chemicals, pesticides, herbicides, fuel containers and other products utilized by the CONTRACTOR for the work specified in this Agreement.

The CITY shall inspect the maintenance facilities regularly. The CONTRACTOR shall be notified by the CITY of unacceptable conditions or deficiencies found. The CONTRACTOR shall correct the deficiencies within the time frame stipulated in the notice from the CITY. Failure to correct the deficiencies and come into compliance shall result in liquidated damages as specified herein.

The CONTRACTOR shall correct all unsafe or dangerous conditions due to the Contractor's activity immediately.

The CONTRACTOR shall be responsible for custodial or janitorial cleaning of the athletic maintenance buildings areas to include: shop/bay, offices, floors, hallways. Custodial cleaning shall include tasks such as cleaning of floors, sinks, removal of garbage, dusting of desks and windowsills and other customary custodial type tasks. Failure of the CONTRACTOR shall result in the liquidated damages as outlined in herein.

The CONTRACTOR shall be responsible for any damage to the facilities determined to be the result of the CONTRACTOR. This shall include any and all above ground and below ground damage.

The CONTRACTOR is responsible to obtain and maintain in good standing, all necessary Federal, State and Local registration and licenses required for operations to service the requirements of this Agreement.

The CONTRACTOR shall comply with all applicable National Pollution Discharge Elimination System (NPDES) and other Federal, State, and local environmental regulations at it relates to the use of this facilities.

During restoration work on sports fields, the CONTRACTOR shall comply with the requirements for erosion and sedimentation control in accordance with the NPDES regulations as promulgated by the Florida Department of Environmental Protection.

Outdoor Storage of Materials: The CONTRACTOR shall, at all times, comply with applicable regulatory requirements including NPDES regulations and proper housekeeping maintained at all times.

The CITY is responsible for the payment of the utilities (water, sewer, and electric) at all CITY owned Maintenance Buildings and Yards.

BERMUDA TURF REPLACEMENT

The CONTRACTOR shall supply all labor, equipment, and materials to perform Bermuda turf field replacement as directed by the CITY. The CONTRACTOR shall remove existing deteriorated turf, prepare the field for receiving new Bermuda turf, deliver and install new Bermuda turf. The CONTRACTOR shall provide a single unit price for the entire removal and installation.

IRRIGATION SYSTEM

The CITY's irrigation system in the parks is comprised of the following:

A transmission network of underground pipes and valves located within the facilities and ranging in size from 2" to 6". These are pressurized and a clock starts mains. Athletic fields are supplied with non-potable reclaimed water or well water supplied by CITY. Rotary Park utilizes reclaimed water. Boggs Field, Driftwood, Hollywood West, and Washington Park utilize well water.

Irrigation systems which includes but not limited to; time clocks, irrigation zones, lateral (zone) lines, risers, sprinkler heads, electrical wires, valves, valve boxes and controllers.

SUPPLEMENTAL SERVICES

Beyond the regular routine athletic facilities maintenance and operations; landscape and irrigation maintenance, the CONTRACTOR shall, upon the request and approval by the CITY, provide on an as-needed basis Supplemental Services (otherwise called Additional Services) for the purposes of:

Total re-installation of infill for artificial turf fields. The installation of plants, shrubs, trees, and palms; and the application of chemicals and fertilization.

LASER GRADING OF SPORTS FIELDS

Other tasks as requested by the CITY. These Supplemental Services shall be based on the unit prices and markup/discount of wholesale prices provided in Exhibit B of the Agreement, Fee Schedule.

No guarantee is made as to the quantity or frequency of the Supplemental Services and the CITY reserves the right to have this provided by others.

2.7 INSURANCE REQUIREMENTS

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the CITY.

If applicable, any sub-CONTRACTOR(s) used by the CONTRACTOR shall supply such similar insurance required of the CONTRACTOR. Such certificate shall name the CITY as additional insured on the general liability and auto liability policies.

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Commercial General Liability Insurance naming the CITY of Hollywood as an additional insured with not less than the following limits:

Each Occurrence \$1,000,000
Personal & Adv. Injury \$1,000,000
Products Comp/OP \$1,000,000
General Aggregate \$1,000,000
Damages to Rented Premises \$50,000

B. Commercial Automobile Liability Insurance naming the CITY as an additional insured with not less than the following limits:

Owned, Non-Owned, and Hired Vehicles - The minimum limits acceptable shall be: \$1,000,000 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: \$500,000 per Person, \$1,000,000 per Occurrence, \$100,000 Property Damage.

C. Worker's Compensation Insurance Covering the CONTRACTOR and the CONTRACTOR's employees with not less than the following limits:

Employers Liability: \$500,000/500,000/500,000

D. Pollution Liability

\$500,000 each claim / \$1,000,000 aggregate. City additional insured.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The CITY reserves the right to require additional insurance in order to meet the full value of the contract.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

SECTION 3 STANDARDS OF WORK

3.1 SCHEDULE OF WORK

Schedule of Work: On the first business day of each week, the CITY shall furnish to the CONTRACTOR a list of both priority and routine maintenance Work Orders to be considered for completion during the following week. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the following week for review by the CITY. Upon approval by the CITY, the schedule of work shall become final. In addition, the CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.

WORK CYCLE

The CONTRACTOR shall perform the Work Cycle as specified herein and within the defined duration of time. A Work Cycle consists of the completion of all the specified work at ALL facilities

Name of Cycle	Duration
Litter Control on Athletic Fields	Daily
Bermuda Turf Mowing	120 every 12 months
Turf Disease and Pest Management	30 Calendar days
St Augustine Turf Mowing	10 Calendar days

The CONTRACTOR shall complete the Work Cycle in scope and duration as prescribed in the Agreement. Any deviation from the requirements of this provision must be approved by the CITY Manager, or the CITY's designated representative.

LITTER CONTROL CYCLE

CONTRACTOR shall at all times, and especially prior to mowing, retrieve and dispose of all litter and debris on or immediately adjacent to the athletic field(s) This shall include regular monitoring of the athletic fields and areas immediately adjacent prior to hours of operation or while performing maintenance work and disposing of all litter and debris. If the CONTRACTOR becomes aware of the existence of hazardous wastes located within the park(s), the CONTRACTOR shall immediately notify the CITY.

CONTRACTOR may dispose of litter only (does not include palm fronds, tree limbs, branches, or other landscaping debris) in CITY dumpsters or CITY facilities. CONTRACTOR shall be responsible for the disposal costs of all other landscape related debris collected.

Trash and recycling receptacles on the athletic fields and areas immediately adjacent shall be emptied by CONTRACTOR on a regular basis as needed before and after

operating hours of the athletic facility to avoid overflow and at a minimum once per day prior to opening time of each facility.

CONTRACTOR shall keep trash and recycling receptacle lids in a clean and sanitary condition. Trash and recycling receptacles shall be cleaned with an environmentally safe cleaning product once every month. The exterior surface and trash and recycling liners shall be cleaned at minimum of once each week to prevent odors.

The CONTRACTOR shall maintain the dumpster area.

TURF MOWING WORK CYCLE

Turf Mowing: A mowing schedule for each week of service shall be provided to the CITY on the last business day of the week prior to service and shall be subject to CITY approval. Mowing wet grass shall be avoided whenever possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed. Clippings, mulch, or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event that this occurs, the materials shall be removed immediately.

Bermuda grass: Mow regular playing surfaces, with a reel type mower, at a minimum of once every two or three days for a total of 120 cuts per year. The Bermuda grass shall be cut to a minimum height of 1" to a maximum height of 1.25" above soil level. The Bermuda grass shall be cut when the grass height reaches 1.50" and the grass height shall not exceed 1.5". The baseball/softball infields and outfields shall be cut to a minimum height of 1" to a maximum height of 1.5" above soil level. The baseball/softball infields may be cut when the grass height reaches 1.75" and the grass height shall not exceed 1.75". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

Edging: The CONTRACTOR shall trim and properly edge all shrubs and flowerbeds as well as tree rings, curbs, walks, lighting, and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the CONTRACTOR'S expense.

Cleanup: All sidewalks, walkways, roadways, and other paved areas shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead

insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter and debris each time the soft edging is done. All mowing schedules shall be subject to approval by the CITY. No chemical edging allowed.

Tire Ruts in Swale Areas: The CONTRACTOR shall tamp and/or replace sod damaged by tire ruts in swale areas within 48 hours of the daily inspection.

Turf Disease and Pest Management Work Cycle: The CONTRACTOR shall adhere to the following for disease and pest management of all turf grass.

The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests by spraying affected plants and shrubs with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

The CONTRACTOR shall maintain all turf, planting beds and tree rings in a weed free condition. The CONTRACTOR shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides shall be used only with prior written approval by the CITY as to type, location, and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S expense.

The CONTRACTOR shall, after a chemical application, remove all signs in accordance with the chemical products' recommended standards.

IRRIGATION SYSTEM MAINTENANCE MANAGEMENT WORK CYCLE

The CONTRACTOR shall be responsible for the operation, maintenance and repair of the irrigation system which includes but is not limited to setting and adjusting the time clocks to insure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within the athletic field and immediately adjacent areas to provide for a uniform lush green landscape appearance. Any damage to the irrigation system discovered must be reported to the CITY immediately.

The CONTRACTOR shall have thirty (30) days from the start of the Agreement to perform an initial inspection of the irrigation system and provide a report to the CITY of any existing damage and/or incorrect operation and coverage. The CONTRACTOR shall be responsible for the system working properly, as specified herein, after the initial inspection report and subsequent repairs.

The CONTRACTOR shall adjust the irrigation during the various seasons to maintain the uniform lush green landscape appearance. The CONTRACTOR shall manage and irrigate areas as needed during periods of little or no rainfall using the irrigation system and/or any supplemental watering necessary to keep the plant material, turf, and landscaping in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.

The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation. Damage that results from over-watering or insufficient watering shall be the responsibility of the CONTRACTOR to repair or replace at the CONTRACTOR'S expense.

Irrigation watering schedules must comply with all local, County, regional and state watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.

The CONTRACTOR shall, within forty five (45) calendar days, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all irrigation heads, lateral lines, electrical wires, valve boxes and controllers as needed. Any equipment damaged by the CONTRACTOR'S operation shall be replaced at the CONTRACTOR'S expense with the same equipment/part and by the same manufacturer unless otherwise approved by the CITY.

The CONTRACTOR shall perform all irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. For this category of work the CITY shall reimburse the CONTRACTOR for materials ONLY.

The CONTRACTOR shall perform repairs on main lines; pump in-take piping; electrical wires from zone valves back to the clock; and replace damaged or broken valve boxes. For this category, the CITY shall reimburse the CONTRACTOR for labor and materials.

The CONTRACTOR shall provide written report of the following:

Once per week, a list of all the irrigation zones clocks serviced.

Once per workday, a list of irrigation parts and materials used for repairs.

Reimbursable Items: THE CONTRACTOR shall obtain authorization by the CITY prior to commencement. The CONTRACTOR shall be reimbursed based markup provided in Exhibit B of the Agreement, Fee Schedule. See Section 5.3 for details on the required source for wholesale pricing. The CITY may choose to purchase irrigation parts, supplies directly from supplier(s) or manufacturer(s).

ATHLETIC SPORT FIELDS MAINTENANCE AND MANAGEMENT CYCLE

BASEBALL/SOFTBALL FIELDS

The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep, and repair of all clay areas including home plate/batter's box, pitcher's mounds, base paths, and warning tracks. The CONTRACTOR will provide consistent and safe playing conditions.

Clay areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet or dry areas, soft or hard spots, bowled out areas shall be repaired or replaced. Clay areas shall be scarified, dragged, and watered daily until the desired texture is achieved. Maintain at least 1/4" of calcide or conditioner on the clay areas at a minimum of once annually. The CONTRACTOR shall install home plates, pitcher's rubbers, bases, and anchors at dimensions as specified by the CITY.

On game days, the CONTRACTOR shall line the fields and install bases as needed, including between games, at dimensions as specified by the CITY. Pitcher's mounds and batter's boxes shall be repaired daily or, at a minimum, after being used. The clay areas shall be lined with marble dust.

CONTRACTOR shall maintain all batting cages, which shall be kept clean and free of vegetation and debris. CONTRACTOR shall report all visible net and cages damage to the CITY. Any hazardous conditions shall be reported to the CITY immediately verbally and documented in writing/email.

BERMUDA TURF - SOCCER/FOOTBALL/BASEBALL/SOFTBALL FIELDS

The CONTRACTOR shall inspect all turf areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for game days, the CONTRACTOR shall line the fields as needed, including between games, at dimensions specified by the CITY. Latex marking paint (provided by CITY) shall be used for all lines on turf areas, and more than one color paint may be required.

The CONTRACTOR shall place sandbags on soccer goals at all times to prevent tipping. Two sandbags shall be utilized on 6' x 12' and 6' x 18' goals, three sandbags on 7' x 21' goals, and four sandbags on 8' x 24' goals. The CITY shall provide the sandbags. The CONTRACTOR shall be responsible for the repair of damage to goals and nets caused by the CONTRACTOR.

Regularly Scheduled - The CITY shall provide the CONTRACTOR with a schedule on or before the Sunday of upcoming week to request the lining and preparation of a field. Failure by the CONTRACTOR to perform will result in liquidated damages specified herein.

Limited Emergency Requests – The CONTRACTOR shall have the capacity to handle emergency field preparation and lining, limited to one field per request per day. In these cases, the CITY shall provide advance notice of at least 2 hours.

On practice and game days, the CONTRACTOR shall:

Prepare the fields and properly line/mark for the applicable age group as requested. Monitor activities and have proper materials, equipment, and tools on hand to handle all field issues to keep fields in a safe and playable.

During Tournaments (non-regular league games), the CONTRACTOR shall provide field preparation and lining throughout the ENTIRE days of the Tournament. The CONTRACTOR will provide consistent and safe playing conditions.

BERMUDA TURF FIELD RENOVATIONS

The CONTRACTOR shall perform turf renovations (remove and replace) on athletic fields as directed by the CITY. All labor, materials, supplies and equipment for the removal and installation of new Bermuda turf shall be included in the unit price per square foot stated in the Fee Schedule, Exhibit B. The CITY may choose to purchase Bermuda turf directly from supplier(s).

The CONTRACTOR work shall at a minimum include the cutting out the designated damaged or deteriorated sod areas, removal of debris from the field and premises, use 80/20 mix to smooth or level surface prior to planting, installing new turf, cutting in edges, rolling, tamping and smoothing surface to ensure safety and playability.

CHEMICALS OR FERTILIZERS

The CONTRACTOR shall be prohibited from the use of chemicals or fertilizers on any site without prior written approval from the CITY. In order to obtain written approval for chemical or fertilizer use, the CONTRACTOR shall furnish to the CITY, in writing, the name of the chemical or fertilizer, the manufacturer's label and the Manufacturer's Safety Data Sheet (MSDS). Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs pursuant to F.S. 482.1562. All commercial fertilizer applicators shall successfully complete the Florida Department of Environmental Protection's required training program. All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for

Protection of Water Resources by the Green Industries.” The CITY may choose to purchase chemicals, fertilizers, materials, and supplies directly from supplier(s) or manufacturer(s).

MAINTENANCE OF TRAFFIC

CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) in accordance with the standards outlined in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) at all times. Pedestrian traffic may be prohibited when appropriate. Sufficient and proper safety devices, to include and not be limited to signage, flags, barricades, and cones must be used to stage vehicles and equipment and to protect work sites on or near roadways and parking lots.

UTILITIES

CONTRACTOR shall be solely responsible for obtaining the locations of underground utilities when performing work below grade, and for identifying overhead utilities when performing work above grade. The CONTRACTOR shall be responsible to repair any damage to overhead and underground utilities caused by their construction activities.

SUPPLEMENTAL SERVICES

The CONTRACTOR shall, upon the request and approval by the CITY, provide on as-needed basis, “Supplemental Services,” for the purposes of: A) plants, shrubs, trees and palms installation; B) fertilization; and C) application of pest and disease management chemicals to plants, shrubs, hedges. These Additional Services shall be based on the unit prices provided in Exhibit B of the Agreement, Fee Schedule. CITY may choose to purchase plants and shrubs directly from supplier(s).

PLANTS AND SHRUBS INSTALLATION

All plant material shall be Florida Number One, or better, as provided in the most current edition of Grades and Standards for Florida Nursery Plants, Parts I and II, prepared by the Florida Department of Agriculture. For standards not addressed in the Florida Grades and Standards for Florida Nursery Plants, plant materials shall conform to the American National Standards Institute (ANSI) Standards Z60.1.

All plant material and services shall be guaranteed for a period of 90 days from the date of planting or service completion. This guarantee may not apply for plants damaged by “acts of God,” such as hurricanes, fires, etc., or by vehicular accidents.

FERTILIZATION

A schedule of fertilization dates and fertilizer analysis shall be presented to the CITY prior to application and shall be subject to CITY approval. The fertilizer used shall be a commercial grade product and recommended for use on each plant, tree, or grass type. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been

completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. CONTRACTOR shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas. Any plants, trees or grass damaged by over-fertilization shall be replaced at the CONTRACTOR'S expense.

All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

St. Augustine Grass: St. Augustine turf shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all St. Augustine grass and shall vary with the time of year of the application and the results of soil analysis.

Bermuda Grass: Bermuda grass shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all Bermuda grass and shall vary with the time of year of the application and the results of soil analysis. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn, or high traffic areas as needed.

Plants and Shrubs: The CONTRACTOR shall establish a program that shall fertilize all plants and shrubs, describing the type of fertilizer required for each type of plant and the time of year this work shall be undertaken.

Palms: The CONTRACTOR shall establish a program that shall fertilize all palms, describing the type of fertilizer required for each type of palm and the time of year this work shall be undertaken. The fertilization schedule shall be provided to the CITY not less than one month prior to application and shall be subject to CITY approval.

Disease and Pest Management: Application of disease and pest management chemicals to plants, shrubs, hedges, trees, and palms.

The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests including, but not limited to white fly, by spraying affected plants and shrubs with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides and shall use

sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

All planting beds and tree rings shall be maintained in a weed free condition. The CONTRACTOR shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides shall be used only with prior written approval by the CITY as to type, location, and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S expense.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

AERATION, VERTICUTTING, TOPDRESSING, AND OVERSEEDING

On occasion, the CITY may request, aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass as needed. The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. Overseeding material shall be with a rye grass blend. The CONTRACTOR shall submit a proposal for these services to the CITY for approval. The topdressing and overseeding material shall be reimbursed to the CONTRACTOR.

SPORTS FIELD REPAIRS

The CONTRACTOR shall install clay for infields and pitcher's mounds as needed materials supplied by the CITY.

Major projects such as turf renovations or drainage replacements will be done on an as needed basis and will be quoted to the CITY by the CONTRACTOR.

The CITY shall provide sand and CONTRACTOR shall install volleyball sand on the courts as directed by the CITY.

PROJECT WORK

The CITY, in its sole discretion, reserves the right to purchase materials for "Supplemental Work" directly from the CONTRACTOR's vendor or another vendor of the CITY's choice.

LIQUIDATED DAMAGES

If, in the opinion of the PRCA Director or designee there has been a breach of Agreement, the PRCA Director or designee shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided herein, there shall be no cure period of time to avoid the consequences of a breach.

Liquidated damage is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this section is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

TURF MOWING WORK CYCLE

Failure to comply with the provisions for the completion of the Work Cycle for turf mowing at the following athletic facilities within the thirty (30) calendar day period shall result in the liquidated damages of \$1,000 for each day of delay.

Boggs East/Police Athletic League Football Fields
Boggs West Soccer Fields
Driftwood Baseball Fields
Hollywood West Football and Baseball Field
Rotary Park Baseball Fields
Washington Park Football Fields

TURF DISEASE AND PEST MANAGEMENT CYCLE

Failure to comply with the provisions for the completion of the Work Cycle for turf management at the following athletic facilities within the thirty (30) calendar day period shall result in the liquidated damages of \$500 for each day of delay.

Boggs East/Police Athletic League Football Fields
Boggs West Soccer Fields
Driftwood Baseball Fields
Hollywood West Football and Baseball Field
Rotary Park Baseball Fields
Washington Park Football Fields

SHRUBS AND GROUND COVER MATERIAL WORK CYCLE

Failure to comply with the provisions for the completion of the Work Cycle for shrubs and ground cover material at the following athletic facilities within the thirty (30) calendar day period shall result in the liquidated damages of \$500 for each day of delay.

Boggs East/Police Athletic League Football Fields
Boggs West Soccer Fields
Driftwood Baseball Fields
Hollywood West Football and Baseball Field
Rotary Park Baseball Fields
Washington Park Football Fields

HEDGE PLANT MATERIAL WORK CYCLE

Failure to comply with the provisions for the completion of the Work Cycle for hedge plant material at following athletic facilities within the ninety (90) calendar day period shall result in the liquidated damages of \$500 for each day of delay.

Boggs East/Police Athletic League Football Fields
Boggs West Soccer Fields
Driftwood Baseball Fields
Hollywood West Football and Baseball Field
Rotary Park Baseball Fields
Washington Park Football Fields

IRRIGATION MANAGEMENT WORK CYCLE

Failure to comply with the provisions for the completion of the Work Cycle for irrigation clock (wet) checks at the following athletic facilities within the thirty (30) calendar day period shall result in the liquidated damages of \$300 for each day of delay.

Boggs East/Police Athletic League Football Fields
Boggs West Soccer Fields
Driftwood Baseball Fields
Hollywood West Football and Baseball Field
Rotary Park Baseball Fields
Washington Park Football Fields

LINING AND FIELD PREPARATION CYCLE

Failure to comply with the provisions for preparing, lining and grooming (if applicable) of a sports field as requested by the City shall result in the liquidated damages as follows:
\$200 per instance per baseball field.
\$300 per instance per soccer field/football field

MAINTENANCE YARD CONDITIONS

Failure to comply with correct deficiencies within the time frame requested by the CITY shall result in the liquidated damages:

\$200 per day until resolved.

PUBLIC RELATIONS

CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement and is of equal importance as the ability to competently maintain the parks. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. All resident inquiries shall be directed to the CITY.

DISCOVERY AND NOTIFICATION

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

PROPERTY DAMAGE

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.

If for any reason, the CONTRACTOR damages CITY's equipment/property, they shall be responsible for the cost to repair. In the event of damage to City property, the CITY shall make or cause to be made the required repairs and submit a bill of all related costs to the CONTRACTOR the CITY determines to be responsible.

WORK ORDER (SERVICE REQUEST) COMPLETION INFORMATION INPUT

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced (e.g. street light pole#, monument sign, irrigation pump, park, etc.), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

SECTION 4 STANDARDS OF CONTRACTOR

4.1 INTENT

The CONTRACTOR shall be an independent contractor and the individuals assigned to work for the CITY by the CONTRACTOR shall be subject to the approval of the CITY and will not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

4.2 FACILITIES

The CITY reserves the right to inspect and review code violations issued to the CONTRACTOR's facilities, at any reasonable time, during normal working hours, without prior notice to determine that the CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 IDENTIFICATION

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification.

4.4 RELATIONSHIP CONTACT

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.5 PERFORMANCE EVALUATION

The CITY shall meet the CONTRACTOR every three months to review the Contractor's performance.

The CITY shall provide a written performance evaluation. The evaluation shall include but is not limited to the Contractor's performance in:

- Bermuda turf management
- Clay surface management
- Field game preparation
- Litter and Debris collection
- Shrub Trimming

Irrigation Management Condition of Maintenance Yard

The overall performance evaluations shall be rated in one of the following categories, depending upon the Contractor's performance: EXCELLENT, GOOD or POOR.

All instances of a rating of POOR shall be documented in writing to the CONTRACTOR and followed by a written commitment from the CONTRACTOR to resolve the issues in a time frame agreed to between the CITY and the CONTRACTOR. Two consecutive quarters of a performance evaluation with a rating of POOR may constitute a breach of this Agreement and may result in termination of this Agreement.

4.6 RESPONDING TO EMERGENCY REQUESTS

CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency request after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. Emergency repair will require the following response:

CONTRACTOR acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.

For Irrigation Emergencies: A technician shall commence work at the affected location within two (2) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.

For Landscape Emergencies: CONTRACTOR shall commence work at the affected location within four (4) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.

CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency and update it immediately whenever any change occurs.

FAILURE TO RESPOND

Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time or two (2) hour time requirement to commence irrigation emergency repairs, each failure shall result in liquidated damages due to the CITY in the amount \$750.00.

Should the CONTRACTOR fail to meet the four (4) hour response time to be on-site for Landscape Emergencies, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of \$500.00.

Consistent failure by the vendor to respond to Emergency Service Repairs Requests and Non-Emergency Service requests within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.7 DRUG-FREE WORKPLACE

CONTRACTOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.8 TRANSITION PLAN

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.9 ADHERENCE TO CITY POLICY

CONTRACTOR assigned to handle the Parks Maintenance Services for the CITY shall adhere to all CITY policies, procedures, and protocols.

Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

4.10 REPAIRS

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the CONTRACTOR. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements.

Compliance with Code of Federal Regulations and Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement. A complete copy of the CFR may be obtained by visiting the following website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

CONTRACTOR shall assist in ensuring that the City is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.

Pursuant to 2 C.F.R. Part 200.321, if subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at

<https://www.sba.gov> and <https://www.mbda.gov> .

SECTION 5 STANDARDS OF LABOR AND MATERIALS

5.1 LABOR

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

CONTRACTOR'S shall provide certified payroll to the City on a monthly basis, along with CONTRACTOR'S invoice.

5.2 BACKGROUND CHECKS

Prior to working in the CITY, all managers and employees of CONTRACTOR, independent contractors, and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted. The analysis of the background check shall focus only on those offenses that most directly impact both children and adults, which include but are not limited to the following:

Any illegal activity of a sexual nature;
Acts of violence;
Acts of lewd or lascivious behavior;
Drug possession and/or drug distribution; and,
Repeated public intoxication.

A background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility of the CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each City fiscal year (beginning October 1st) the CONTRACTOR shall submit written certification to the CITY that CONTRACTOR has complied with the City's requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with the CONTRACTOR after the commencement of the Agreement, during a City fiscal year, the CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records, and information generated, received, possessed, and stored shall be the sole responsibility of the CONTRACTOR, and shall be retained for a period

of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the agreement.

5.3 STAFFING REQUIREMENTS

CONTRACTOR shall provide a sufficient number of supervised staff to complete the maintenance duties at athletic facilities as outlined in the Scope of Services. Staff shall be courteous, and conduct themselves in a respectable manner while performing the duties on City property.

Supervisor: the CONTRACTOR shall maintain at least one supervisor and or lead worker on site at all times. The Supervisor shall be fluent in both English and Spanish and shall have excellent communication skills and be capable of directing all work requested by the CITY. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.

Employee/Independent CONTRACTOR or Subcontractor Performance:

CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or subcontractor from performing maintenance on the CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to CITY.

Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms including a name tag with the name of the employee that shall meet CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean, and professional in appearance at all times. Non- uniform clothing shall not be permitted.

5.4 EQUIPMENT

CONTRACTORS shall provide a comprehensive list of all equipment (or heavy machinery) currently owned or leased utilizing Form 2A provided in the solicitation document.

Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may

direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

Storage: CITY shall provide limited facilities at which CONTRACTOR may store equipment. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

Disaster Preparedness and Response: The CONTRACTOR shall assist the CITY in responding to disaster events within the CITY. There are limited office and storage facilities available at the respective athletic facilities, however the CONTRACTOR may stage their equipment at a location(s), with the CITY's prior authorization, up to 48 hours prior to a storm event.

5.5 IRRIGATION PARTS, CHEMICAL AND FERTILIZERS

The CONTRACTOR shall base all costs for irrigation, chemicals, fertilizers, and other supplies on the current supplier wholesale price list as provided to the CITY by SiteOne Landscape Supply Catalog: "Wholesale."

The CITY reserves the right to request an updated wholesale price list every three (3) months.

The CITY also reserves the right to add or delete items from the wholesale price list and to purchase any items directly from any supplier of the City's choice

The CONTRACTOR shall submit the markup or discount percentage in Exhibit B, Fee Schedule. The markup or discount shall be calculated on the wholesale price (See 5.3(A)) of supplies or materials only. Markup shall include the cost of taxes and delivery.

Labor costs contained within Exhibit B shall provide for excavation and planting costs.

The CITY, in its sole discretion, reserves the right to purchase materials for Supplemental Work directly from the CONTRACTOR or another vendor of the CITY's choice.

Labor costs contained within Exhibit B, Fee Schedule, shall provide for excavation and planting costs. All sod must be priced "as installed."

The CITY, in its sole discretion, reserves the right to purchase materials for supplemental Work directly from the CONTRACTOR or another vendor of the CITY's choice.

EXHIBIT B FEE SCHEDULE

The CONTRACTOR offers the following fee for providing all labor, materials, equipment, supplies, tools, materials, and all other necessary incidentals to perform Parks Maintenance Services in accordance with the Scope of Work and terms of the Agreement.

BOGGS FIELD

Item No.	Description of Task	Unit	Quantity	Cost per Unit	Total
A1	Boggs East / Police Athletic League Field Maintenance	Monthly	12		
A2	Boggs West Field Maintenance	Monthly	12		
A3	Boggs East / Police Athletic League Irrigation Maintenance	Monthly	12		
A4	Boggs West Irrigation Maintenance	Monthly	12		
A5	Bermuda Turf Installation (includes removal, disposal, site prep and installation)	Sq. feet	10,000		
A6	SUBTOTAL (items A1 thru A5)				

Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter % and circle plus or minus)	*Total Annual Estimate multiplied by (1+/- (%))
A7	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.		+	
			-	
A8	Chemicals & Fertilizers		+	
			-	
A9	Miscellaneous supplies and materials		+	
			-	
A10	SUBTOTAL (items A7 thru A9)			

*Example: 12% on \$5,000, is $(1+0.12) \times \$5,000 = \$5,600$

A11	GRAND TOTAL (items A6 and A10)			
-----	--------------------------------	--	--	--

The CONTRACTOR offers the following fee for providing all labor, materials, equipment, supplies, tools, materials, and all other necessary incidentals to perform Parks Maintenance Services in accordance with the Scope of Work and terms of the Agreement.

DRIFTWOOD

Item No.	Description of Task	Unit	Quantity	Cost per Unit	Total
B1	Driftwood Field Maintenance	Monthly	12		
B2	Driftwood Irrigation Maintenance	Monthly	12		
B3	Bermuda Turf Installation (includes removal, disposal, site prep and installation)	Sq. feet	10,000		
B4	SUBTOTAL (items B1 thru B3)				

Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter % and circle plus or minus)	*Total Annual Estimate multiplied by (1+/- (%))
B5	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.		+ -	
B6	Chemicals & Fertilizers		+ -	
B7	Miscellaneous supplies and materials		+ -	
B8	SUBTOTAL (items B5 thru B7)			

*Example: 12% on \$5,000, is $(1+0.12) \times \$5,000 = \$5,600$

B9	GRAND TOTAL (items B4 and B8)			
----	-------------------------------	--	--	--

The CONTRACTOR offers the following fee for providing all labor, materials, equipment, supplies, tools, materials, and all other necessary incidentals to perform Parks Maintenance Services in accordance with the Scope of Work and terms of the Agreement.

HOLLYWOOD WEST

Item No.	Description of Task	Unit	Quantity	Cost per Unit	Total
C1	Hollywood West Field Maintenance	Monthly	12		
C2	Hollywood West Irrigation Maintenance	Monthly	12		
C3	Bermuda Turf Installation (includes removal, disposal, site prep and installation)	Sq. feet	10,000		
C4	SUBTOTAL (items C1 thru C3)				

Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter % and circle plus or minus)	*Total Annual Estimate multiplied by (1+/- (%))
C5	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.		+ -	
C6	Chemicals & Fertilizers		+ -	
C7	Miscellaneous supplies and materials		+ -	
C8	SUBTOTAL (items C5 thru B7)			

*Example: 12% on \$5,000, is $(1+0.12) \times \$5,000 = \$5,600$

C9	GRAND TOTAL (items C4 and C8)			
----	-------------------------------	--	--	--

The CONTRACTOR offers the following fee for providing all labor, materials, equipment, supplies, tools, materials, and all other necessary incidentals to perform Parks Maintenance Services in accordance with the Scope of Work and terms of the Agreement.

ROTARY PARK

Item No.	Description of Task	Unit	Quantity	Cost per Unit	Total
D1	Rotary Park Field Maintenance	Monthly	12		
D2	Rotary Park Irrigation Maintenance	Monthly	12		
D3	Bermuda Turf Installation (includes removal, disposal, site prep and installation)	Sq. feet	10,000		
D4	SUBTOTAL (items D1 thru D3)				

Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter % and circle plus or minus)	*Total Annual Estimate multiplied by (1+/- (%))
D5	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.		+ -	
D6	Chemicals & Fertilizers		+ -	
D7	Miscellaneous supplies and materials		+ -	
D8	SUBTOTAL (items D5 thru D7)			

*Example: 12% on \$5,000, is $(1+0.12) \times \$5,000 = \$5,600$

D9	GRAND TOTAL (items D4 and C8)			
----	-------------------------------	--	--	--

The CONTRACTOR offers the following fee for providing all labor, materials, equipment, supplies, tools, materials, and all other necessary incidentals to perform Parks Maintenance Services in accordance with the Scope of Work and terms of the Agreement.

WASHINGTON PARK

Item No.	Description of Task	Unit	Quantity	Cost per Unit	Total
E1	Washington Park Field Maintenance	Monthly	12		
E2	Washington Park Irrigation Maintenance	Monthly	12		
E3	Bermuda Turf Installation (includes removal, disposal, site prep and installation)	Sq. feet	10,000		
E4	SUBTOTAL (items E1 thru E3)				

Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter % and circle plus or minus)	*Total Annual Estimate multiplied by (1+/- (%))
E5	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.		+ -	
E6	Chemicals & Fertilizers		+ -	
E7	Miscellaneous supplies and materials		+ -	
E8	SUBTOTAL (items E5 thru E7)			

*Example: 12% on \$5,000, is $(1+0.12) \times \$5,000 = \$5,600$

E9	GRAND TOTAL (items E4 and E8)			
----	-------------------------------	--	--	--

The CONTRACTOR offers the following unit prices for providing all labor, materials to install the items below on an as needed basis as requested by the CITY.

UNIT PRICES FOR MATERIALS - SUPPLEMENTAL WORK

Item No.	Description	Unit	Cost (\$/Unit)
F1	St. Augustine "Floritam" Sod	Sq. foot	
F2	Tifway 419 Sod	Sq. foot	
F3	Celebration Bermuda Sod	Sq. foot	
F4	Bahia Sod	Sq. foot	
F5	Red Mulch - 2 cu. ft bag	each	
F6	Spanish Gold Mulch – 2 cu. ft bag	each	
F7	Soil – 70/30 mix	Cubic yard	
F8	Soil – 80/20 mix	Cubic yard	
F9	Red Mulch - Blown	Cubic yard	
F10	Spanish Gold Mulch – Blown	Cubic yard	
F11	Annuals Mix	Cubic yard	
F12	Sand – Golf Course Trap Sand	Cubic yard	
F13	Sand - 70/30 mix	Cubic yard	
F14	Crimson Stone for Baseball/Softball Warning Tracks (Installed ½ inch thick)	Sq. foot	
F15	Field Clay for Baseball/Softball Infields and Pitcher's Mounds	Ton	
F16	Bio-Barrier 12" Root Barrier	Linear foot	

UNIT PRICES FOR LABOR and EQUIPMENT - SUPPLEMENTAL WORK

The CONTRACTOR offers the following unit prices for providing all labor, tools, equipment, and MOT to install the items below on an as needed basis as requested by the CITY.

Item No.	Description	Unit	Cost (\$/Unit)
G1	Laborer/Groundskeeper	Hourly	
G2	Irrigation Helper	Hourly	
G3	Irrigation Technician - Certified	Hourly	
G4	Large Equipment Operator	Hourly	
G5	Supervisor/Foreman	Hourly	
G6	Graduate Horticulturist	Hourly	
G7	Bobcat w/operator	Hourly	
G8	Front end loader w/operator	Hourly	
G9	18-yard dump truck w/driver	Hourly	
G10	75-ton crane w/operator	Hourly	
G11	Work boat w/operator	Hourly	
G12	Climber/trimmer	Hourly	
G13	Chipper truck w/operator	Hourly	
G14	Bucket truck w/operator	Hourly	
G15	Water Truck w/operator	Hourly	
G16	Spray Technician	Hourly	
G17	Laser Grading of Sports Field	Hourly	

EXHIBIT C CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item No.	Sub-Contractor Company Name	Work to be Performed
H1		
H2		
H3		
H4		
H5		

EXHIBIT D TRANSITION PLAN

**HOLD HARMLESS AND INDEMNITY CLAUSE****(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

**NONCOLLUSION AFFIDAVIT**

STATE OF:

COUNTY OF: , being first duly sworn, deposes and says that:

- (1) He/she is of , the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to
 By for
 (Print individual's name and title) (Print name of entity submitting sworn statement)
 whose business address is
 and if applicable its Federal Employer Identification Number (FEIN) is If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number:

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Bid/RFP/RFQ Number: F-4664-21-RL Title: Athletic Field Maintenance

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



REFERENCES

F-4664-21-RL Athletic Field Maintenance

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			
Date service was provided:			

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			
Date service was provided:			

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			

Date service was provided:

W-9(Rev. August 2013)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give to the
requester. Do not
send to the IRS.**Print or
type
See
Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐

Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,

P=partnership) ▶

☐ Other (see instructions)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number**Employer identification number**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of
U.S. person

Date

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an

person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has

exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get

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

.IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 52
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

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

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

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and

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

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

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

health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page **4**

What Name and Number To Give the Requester

For this type of account:

1. Individual
2. Two or more individuals (joint account)

Give name and SSN of:

The individual

The actual owner of the account or, if combined funds, the first individual on the account 1

3. Custodian account of a minor (Uniform Gift to Minors Act)

The minor 2

4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law

The grantor-trustee 1

The actual owner 1

5. Sole proprietorship or disregarded entity owned by an individual

The owner 3

6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))

The grantor*

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

calling the TAS toll-free case intake line at 1-877-777-4778 or
TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

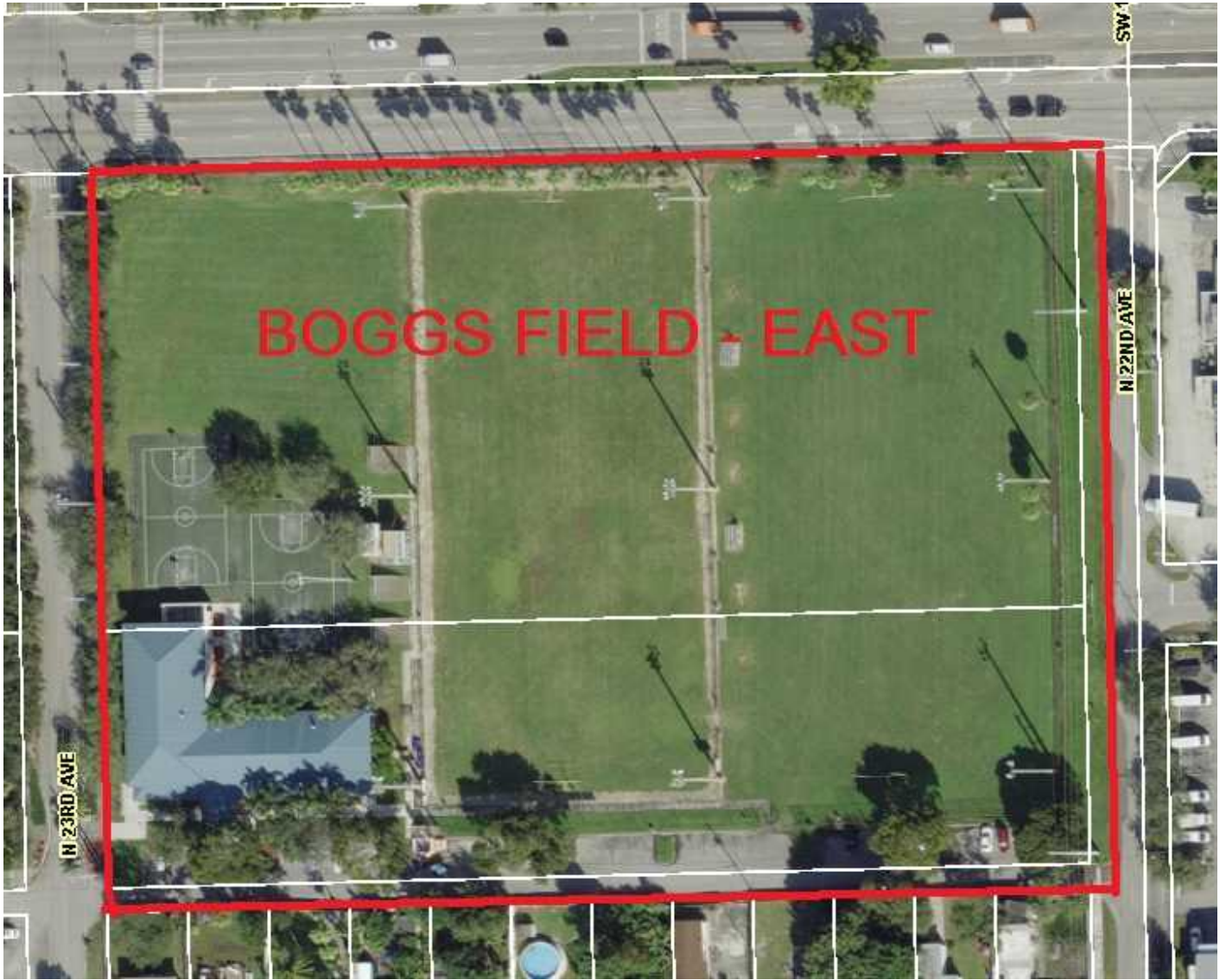
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.













Question and Answers for Bid #F-4664-21-RL - Athletic Field Maintenance

Overall Bid Questions

Question 1

What is the City's budget for this project? (Submitted: Feb 15, 2021 10:49:14 AM EST)

Answer

- \$400,000.00 (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 2

May I have a copy of the current contract? (Submitted: Feb 15, 2021 10:49:51 AM EST)

Answer

- N/A - there is no existing contract. Work is completed by city staff. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 3

May I have a copy of the bid tabulations from the last time this contract was out for bid? (Submitted: Feb 15, 2021 10:50:25 AM EST)

Answer

- N/A - there is no existing or previous contract. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 4

May I have a copy of the pricing submitted by each bidder the last time this contract was out for bid? (Submitted: Feb 15, 2021 10:50:59 AM EST)

Answer

- N/A - there is no existing or previous contract. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 5

Is there a copy of the meets and bounds of the parks you can provide? (Submitted: Feb 25, 2021 1:18:18 PM EST)

Answer

- See attached photos. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 6

Does the city have an estimated amount of sports tournaments, and if so do you have it broken down by sport? (Submitted: Feb 25, 2021 1:19:33 PM EST)

Answer

- DRAFT: Annual tournaments. Five (5) baseball / softball. Five (5) flag football / tackle football. Six (6) soccer tournaments. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 7

Does the city have any recreation schedule software for fields. If so will the contractor have access to the software for copies of schedules after award. (Submitted: Feb 25, 2021 1:23:30 PM EST)

Answer

- Contractor will receive copies or permits for sports field. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 8

Who & How are Field closures Determined and/or communicated concerning weather or Restoration work? (City or Contractor?) (Submitted: Mar 2, 2021 9:33:22 AM EST)

Answer

- City (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 9

Will the City provide Site Plans and/or As-Builts of the Park Facilities irrigation? (Submitted: Mar 2, 2021 9:33:33 AM EST)

Answer

- Yes, if available. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 10

Does the City Provide Home Plates, Pitching Rubbers, Bases, and Base Anchors to be Installed? (Submitted: Mar 2, 2021 9:33:43 AM EST)

Answer

- Yes (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 11

Are the Liquidated Damages levied when maintenance cannot be performed due to weather related and/or field conditions? (Submitted: Mar 2, 2021 9:33:54 AM EST)

Answer

- Depending on severity of weather conditions. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 12

Who has control of the lighting and does it coincide with field closures or general park closure? (Submitted: Mar 2, 2021 9:34:12 AM EST)

Answer

- City. Yes. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 13

2.6 Field Usage

a. Indicates that Boggs West, Driftwood, Hollywood West and Rotary Park are never "not scheduled" for use. Is this accurate? No down-time?

b. Should the following paragraph be corrected as indicated?:

i. "The CONTRACTOR shall be responsible for maintaining all CITY owned maintenance facilities in a neat, clean, and functional manner, and shall NOT be responsible for any damages beyond normal wear and tear., and/or vandalism. The CONTRACTOR shall notify CITY of any damaged facilities or infrastructure discovered during their routine maintenance and service activities." (Submitted: Mar 2, 2021 9:35:04 AM EST)

Answer

- Thereâ€™s downtime but minimal. City is willing to adjust as needed understanding the balance between usage and maintenance. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 14

Under ATHLETIC SPORT FIELDS MAINTENANCE AND MANAGEMENT CYCLE Limited Emergency Requests:

a. Please clarify: "The CONTRACTOR shall have the capacity to handle emergency field preparation and lining, limited to one field per request per day. In these cases, the CITY shall provide advance notice of at least 2 hours." Is the Contractor obligated to emergency-prepare "one field" in the City...or "one field" per Park? (Submitted: Mar 2, 2021 9:35:17 AM EST)

Answer

- Contractor should be prepared to complete emergency field preparation and lining at one location per day ie, Washington Park. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 15

There is a pricing schedule for additional services. Would that be utilized for emergencies such as acts of Mother Nature? (Submitted: Mar 2, 2021 9:35:48 AM EST)

Answer

- Upon City approval, supplemental work pricing would be utilized for work outside the normal description of service. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 16

5.3 STAFFING REQUIREMENTS

CONTRACTOR shall provide a sufficient number of supervised staff to complete the maintenance duties at athletic facilities as outlined in the Scope of Services. Staff shall be courteous, and conduct themselves in a respectable manner while performing the duties on City property.

Supervisor: the CONTRACTOR shall maintain at least one supervisor and or lead worker "on site at all times". The Supervisor shall be fluent in both English and Spanish and shall have excellent communication skills and be capable of directing all work requested by the CITY. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.

a. Please clarify whether "on site at all times" means available in the City or actually present at each of the sites. (Submitted: Mar 2, 2021 9:36:24 AM EST)

Answer

- The Cityâ€™s staff is composed of 11 staff and 1 supervisor. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 17

The contract calls for our discretion when it comes to ball field maintenance and agronomics. If the city requests additional services is that a billable event? (Submitted: Mar 2, 2021 9:36:37 AM EST)

Answer

- Upon City approval, supplemental work pricing would be utilized for work outside the normal description of service. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 18

If games run over closing time can the contractor bill for overtime (Submitted: Mar 2, 2021 9:36:47 AM EST)

Answer

- N/A. Contractor role is for field preparation and maintenance only, not game monitoring. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 19

Will the city remove all current city equipment from their yards that they are providing to the contractor? (Submitted: Mar 2, 2021 9:37:00 AM EST)

Answer

- City reserves the right to store a limited amount of equipment in yard(s). (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 20

Where should certifications, minimum qualifications, and transition plan be uploaded for the City to review? (Submitted: Mar 2, 2021 9:38:44 AM EST)

Answer

- Upload into BidSync. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 21

If extra staff is needed for tournaments? At who's expense will the extra labor be? Or will Exhibit B schedule fee be applied for extra labor? (Submitted: Mar 2, 2021 4:18:18 PM EST)

Answer

- Contractor role is for tournament field preparation and maintenance only. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 22

Is CONTRACTOR to provide staff at park during operating hrs. as well? (Submitted: Mar 2, 2021 4:18:48 PM EST)

Answer

- Contractor role is for field preparation and maintenance only, not game monitoring. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 23

Exhibit B fee schedule does not provide an annual estimate for item no. A7 thru A9 so we can provide *Total Annual Estimate multiplied by (1+/-(%)). Can city provide an Annual Estimate per location? (Submitted: Mar 2, 2021 4:19:04 PM EST)

Answer

- Irrigation parts and supplies estimate is not available. Annual City budget for fertilizer and botanical supplies: \$20,000 (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 24

Pg. 26. Award of Bid

A. What will the evaluation committee take into consideration other than price? (Submitted: Mar 2, 2021 4:38:31 PM EST)

Answer

- We are only evaluating price as this is a bid. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 25

Pg. 52 paragraph 4

States the Contractor will have sufficient staff for tournaments, will these extra hours be billable to the city? If not how many tournaments does the City host, what size and at which parks? (Submitted: Mar 2, 2021 4:38:44 PM EST)

Answer

- Contractor role is for field preparation and maintenance only, not game monitoring. DRAFT: Annual tournaments. Five (4) baseball / softball tournaments at Rotary Park. One (1) baseball / softball at Driftwood. Three (3) flag football / tackle football at Boggs East. Two (2) flag football / tackle football at Washington. Four (4) soccer tournaments at Boggs West. Two (2) soccer tournaments at Hollywood West. (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 26

Pg 62. Paragraph 4

Who is responsible for the cost of the materials and labor "to control or eradicate diseases and infestations by insects..."? (Submitted: Mar 2, 2021 4:38:52 PM EST)

Answer

- Material " City; Labor " Contractor (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 27

Pg 62. Paragraph 7

Who is responsible for the cost of the materials and labor for irrigation repairs NOT caused by contractor? (Submitted: Mar 2, 2021 4:39:01 PM EST)

Answer

- City (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 28

Pg 63. Paragraph 1 and 5

Who is responsible for the cost of the materials and labor for irrigation repairs NOT caused by contractor in initial system inspection? (Submitted: Mar 2, 2021 4:39:14 PM EST)

Answer

- City (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 29

Pg 64. Paragraph 3

Who is responsible for the cost of the materials and labor for ¼" of calcede conditioner, clay, marble dust, paint, home plates, pitchers rubbers, bases and anchors? (Submitted: Mar 2, 2021 4:39:24 PM EST)

Answer

- City (Answered: Mar 11, 2021 10:50:26 AM EST)

Question 30

Pg 64. Paragraph 6

Who is responsible for the cost of the materials and labor for Bermuda turf repairs? (Submitted: Mar 2, 2021 4:39:36 PM EST)

Answer

- Contractor (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 31

Pg 65. Paragraph Bermuda Turf Field Renovations

Is the contractors turf renovation price per square foot all inclusive meaning it should include removal, disposal, 80/20, grading, sod, rolling and labor? (Submitted: Mar 2, 2021 4:39:47 PM EST)

Answer

- Yes (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 32

Pg. 66. Fertilization

Who is responsible for the cost of the materials and labor for fertilization of Bermuda, St Augustine, shrubs and palms? (Submitted: Mar 2, 2021 4:39:56 PM EST)

Answer

- Material â€ City; Labor â€ Contractor (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 33

Pg. 68. Aeration, Verticutting, Topdressing, and overseeding

States the "topdressing and overseeding material shall be reimbursed to the contractor" is it the city's intent to not allow contractor to mark up these materials per Exhibit B Fee Schedule markup %? (Submitted: Mar 2, 2021 4:40:04 PM EST)

Answer

- City may purchase materials and provide to Contractor. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 34

Pg.77 Section 5.3 Staffing Requirements

Is it the city's intent to have all parks staffed during hours of operation?

Supervisor: what is meant by onsite? Is it per park? Or other definition, please clarify?

In order to have accurate comparable bids would the city consider stating how many minimum staff per park would be acceptable and what time frames? (Submitted: Mar 2, 2021 4:40:23 PM EST)

Answer

- Contractor role is for field preparation and maintenance only, not game monitoring. Onsite Supervisor would monitor all sites. The City's staff is composed of 11 staff and 1 supervisor. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 35

Section 5.5 irrigation Parts, Chemical and Fertilizers

Should a vendors fertilization program not be in alignment with Siteone line of products, what would be the protocol to work with a different supplier? (Submitted: Mar 2, 2021 4:40:38 PM EST)

Answer

- Contractor should follow manufacturer application instructions. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 36

The city states it reserves the right to award all or parts of the contact to one or multiple vendors, what parks would be grouped together, as this will greatly affect how they are bid. (Submitted: Mar 2, 2021 4:40:48 PM EST)

Answer

- Draft: A. Boggs Field East and Boggs Field West; B. Driftwood and Hollywood West; C. Rotary Park and Washington Park. (Answered: Mar 11, 2021 10:50:25 AM EST)

Question 37

Exhibit B Fee Schedule

Would the city consider removing Bermuda Turf Installation (includes removal, disposal, site prep and installation) from the annual cost section and leave it only on the "Unit Prices for Materials – Supplemental Work" (Submitted: Mar 2, 2021 4:40:59 PM EST)

Answer

- Yes (Answered: Mar 11, 2021 10:50:26 AM EST)