



CITY OF HOLLYWOOD, FLORIDA
OFFICE OF PROCUREMENT SERVICES

DATE: November 8, 2021

FILE: PR-22-015

*Assigned by procurement

TO: Wazir Ishmael, Ph.D.
City Manager

VIA: Adam Reichbach ^{DS} AR
Assistant City Manager for Finance and Administration

VIA: George R. Keller, Jr. CPPT ^{DS} Gk
Deputy City Manager, Public Safety

THRU: Steve Stewart ^{DS} SS
Assistant Director, Financial Services for Procurement

VIA: Peter Bieniek,
Director, Department of Public Works

FROM: Charles Lassiter ^{DS} Cl
Assistant Director, Department of Public Works

SUBJECT: Recommendation to Approve a Change Order to A Perfect Edge Landscape Services for Blanket Purchase Agreement PA600406 for landscape maintenance. The Change Order Amount is \$44,148 and the Total Annual Amount to include the Change Order is now \$1,070,371.

ISSUE:

The Department of Public Works is requesting a change order in the/an amount of or not to exceed \$44,148.00 for landscape maintenance services. The reason(s) for the change order is to increase the boundary of maintenance from approximately 299,991 square feet to 795,974 square feet. The line item price change should be adjusted from \$1,000.00 to \$2,698.00 per service.

AUTHORITY:

§ 38.48 CHANGE ORDERS.
(A) CHANGE ORDER

Changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.

(B) City Manager's authority.

(1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:

(a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.

(b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.

(c) A change order extending the contract completion date by not more than 90 calendar days.

(d) A change order comprised of administrative changes with no change in cost or completion date.

(e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.

Funding has been provided in the fiscal year 2022 budget for the Department of Public Works in Account Number 117.500303.51900.546311.001442.000.000

RECOMMENDATION:

Change order approval in the amount of \$44,148.00 to A Perfect Edge Landscape Services for continued landscape maintenance services.

DocuSigned by:

Wazir Ishmael

DBA: DP 2021-2021-2021

APPROVED BY: Dr. Wazir Ishmael
City Manager

11/10/2021

Date:

Attachments: Resolution R-2021-275
PA600406
Certificate of Insurance



4839 S.W. 148th Avenue Suite 516 Davie, FL 33330
Phone: (954) 214-8300 Fax. (954) 680-1922

October 27, 2021

City of Hollywood
Public Works Department
Grounds Maintenance Division

Attn: Josh Collazo

We are pleased to submit the following addendum for City Wide Maintenance Bid. Reference Zone M4, Line item FEC corridor from Sheridan Street to Pembroke Road.

Turf Maintenance:

- ❖ This is an amendment to the current City Wide Comprehensive Maintenance bid Zone M4 Line item FEC corridor from Sheridan Street to Pembroke Road.
- ❖ The boundaries of said line item have changed from approximately 299,991 sq ft to 795,974sq ft.
- ❖ The difference in line item specs and boundaries is why the total price per service has changed from \$1,000 to \$2,698 per service.

Contractor's Responsibility:

- ❖ Will maintain proper License and Insurance requirement of the City, and State Government.
- ❖ Contractor will submit any and all change orders in writing for Owner /Client approval.

Owner's/Client's Responsibility:

- ❖ Access to jobsite so that Contractor is able to perform work as required by this agreement
- ❖ Provide Contractor with any change orders in writing

Terms and Conditions:

Net 30 days. A Perfect Edge, Inc. will add a late charge of 1.5% per month on past due account balances. A Perfect Edge, Inc. reserves the right to suspend its service under this agreement in the event the account is delinquent. In the event A Perfect Edge, Inc. institutes legal action to collect the amount, Customer agrees to pay all cost of collection, including reasonable attorney fees.

Cancellation:

This agreement shall be in effect for an initial period of one (1) year and will automatically renew annually unless either party gives notice in writing to the other party of its intent not to renew at least thirty (30) days prior to expiration of the then current term. A Perfect Edge, Inc. reserves the right to adjust its prices for any renewal term upon prior written notice to customer. Either party may cancel this agreement with just cause during the term upon thirty (30) days written notice to the other Party, provided the party receiving the notice has not cured its default within the thirty (30) day period. Just cause is defined as the failure to comply with the terms and condition of this agreement.

We hereby propose to furnish labor and materials in complete accordance with the above specifications, for the sum of:

Services will completed as outlined above, except for unavoidable delays caused by acts of nature.

Acceptance of Proposal

The above prices and specifications and conditions are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined above.

Authorized Signature: _____

RESOLUTION NO. R-2021-275

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE BLANKET PURCHASE AGREEMENTS WITH A PERFECT EDGE, INC. AND NICE & SMOOTH LANDSCAPE CORPORATION FOR CITYWIDE GROUNDS MAINTENANCE SERVICES FOR AN ESTIMATED ANNUAL EXPENDITURE OF \$1,402,573.00.

WHEREAS, the Department of Public Works and Department of Parks, Recreation And Cultural Arts require Citywide grounds and landscape maintenance services for 18 designated zones which includes all municipal parks, medians, rights-of-way, and facilities, to be performed at a superior level; and

WHEREAS, landscape maintenance continues to be a high priority for the City and current existing blanket purchase agreements for landscaping services are due to expire on October 28, 2021; and

WHEREAS, the Department of Public Works and Department of Parks, Recreation And Cultural Arts requested Procurement Services to solicit bids for Citywide comprehensive landscape maintenance services to establish blanket purchase agreements with firm unit pricing; and

WHEREAS, the City posted via Bidsync F-4679-21-PB Citywide Comprehensive Landscape Maintenance on July 8, 2021, and posted the Rebid of F-4679-21-PB Citywide Comprehensive Landscape Maintenance (Rebid) on August 3, 2021, and closed on August 19, 2021 as the Rebid was revised to include pricing line items for each address within the 18 designated zones; and

WHEREAS, Bid Number F-4679-21-PB resulted in responses from the following eight bidders:

- MCT Services, LLC
- BrightView Landscape Services
- InnovaFirm, LLC
- Speedy Valdes Lawn Service
- Perfect Edge, Inc.
- Nice & Smooth Landscape Corporation
- Superior Landscaping & Lawn Services
- Weed-A-Way

; and

WHEREAS, the bids submitted by A Perfect Edge, Inc., Nice & Smooth Landscape Corporation, Superior Landscaping & Lawn Services, and Weed-A-Way were all determined to be responsive and responsible based on the mandated criteria set forth in Section VIII and Section IX of F-4679-21-PB; and

WHEREAS, A Perfect Edge, Inc. and Nice & Smooth Landscape Corporation were the two suppliers that provided the best value for landscaping services based on pricing and meeting the criteria for being responsible and responsive; and

WHEREAS, the estimated annual cost for landscaping services is \$1,402,573.00; and

WHEREAS, the Director of Public Works, the Director of Parks, Recreation and Cultural Arts and the Chief Procurement Officer recommend that two Blanket Purchase Agreements be awarded to Nice & Smooth Landscape and A Perfect Edge, Inc; and

WHEREAS, the attached Blanket Purchase Agreement to Nice and Smooth Landscape Corporation for Zone Parks Central, Zone Parks West, Zone 1, Zone 4, Zone 5, Zone 6 and Zone 7 is for an estimated annual expenditure of \$376,350.00; and

WHEREAS, the attached Blanket Purchase Agreement to A Perfect Edge, Inc. for Zone Park East US1, Zone Park West US1, Zone Public Safety, Zone Downtown, MZone 1, MZone 2, MZone 3, MZone 4, Zone 2, Zone 3, and Zone 8 is for an estimated annual expenditure of \$1,026,223.00; and

WHEREAS, Nice and Smooth Landscape Corporation and A Perfect Edge, Inc. continue to provide satisfactory landscaping services and Nice & Smooth Landscape is a Hollywood vendor; and

WHEREAS, service provision will be evaluated on an on-going basis throughout the remainder of this fiscal year, and requests for appropriation in future years will be dependent upon quality of service provision along with requirements for service areas and types of service (such as de-littering, grass cutting, lawn maintenance, hedge trimming, fertilization, irrigation repair, and tree trimming for both palm and other trees) to be provided; and

WHEREAS, the Citywide Comprehensive Landscaping Services will be for a total of six years as follows:

Initial Term	October 29, 2021 to October 28, 2023
1 st Renewal Term	October 29, 2023 to October 28, 2025
2 nd Renewal Term	October 29, 2025 to October 28, 2027; and

WHEREAS, funding is included in the FY 2022 Operating Budget in the amount of \$1,402,573 in account number 001.500202.54100.552290.00000.000.000 001.500203.51900.531170.000000.000.000,

001.500203,51900.552240.000000.000.000,
001.500202.54100.552340.000000.000.000.

and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HOLLYWOOD,
FLORIDA:

Section 1: That the forgoing "WHEREAS" clauses are ratified and confirmed
as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City
officials, of the attached blanket purchase agreement with A Perfect Edge, Inc., together
with such non-material changes as may be subsequently agreed to by the City Manager
and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it approves and authorizes the issuance, by the appropriate City
officials, of the attached blanket purchase agreement with Nice & Smooth Landscape
Corporation, together with such non-material changes as may be subsequently agreed to
by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall be in full force and effect immediately upon
its passage and adoption.

PASSED AND ADOPTED this 20 day of October, 2021.

JOSH LEVY, MAYOR

ATTEST:

Patricia A. Cerny
PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales
DOUGLAS R. GONZALES
CITY ATTORNEY

DRG



Blanket Purchase Agreement PA600406

Supplier Details:

Company A Perfect Edge Inc.
Contact Kevin Osteen
Address 4839 SW 148 Avenue, Suite 516
Davie, FL 33330

Submit your response to:

Company City of Hollywood, FL - Public Works Grounds Maintenance
Contact Collazo, Joshua
Address 1600 South Park Road
Hollywood FL 33020
Phone 1-954-921-3043
Fax
E-mail jcollazo@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid F 4679 21 PB

DRAFT



Blanket Purchase Agreement PA600406

Agreement	PA600406
Creation Date	13-OCT-2021
Revision	0
Agreement Amount	1,026,223.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To
City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier
A Perfect Edge Inc.
4839 SW 148 Avenue, Suite 516
Davie, FL 33330

Notes
Blanket Purchase Agreement PA600406 comprises of Bid F 4679 21 PB, proposal and pricing submitted by A Perfect Edge.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	35732	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	10/29/2021	09/30/2022		
Initial Award Term	10/29/2021	09/30/2023		
First Renewal Period	10/01/2023	09/30/2024		
Second Renewal Period	10/01/2024	09/30/2025		
Third Renewal Period	10/01/2025	09/30/2026		
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date								
1	Various Landscaping Services for: Zone Park East US1 (PRCA), Zone Park West (PRCA), Zone Public Safety, Zone Downtown, MZONE 1, MZONE 2, MZONE 3, MZONE 4, Zone 2, Zone 3, and Zone 8		1,026,223.00	09/30/2022								
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> </table>					Attachments				Type	File Name or URL	Title	Description
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Blanket Purchase Agreement PA600406

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600406

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600406

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Assistant Director, Financial Services for Procurement

DRAFT



Blanket Purchase Agreement PA600407

Supplier Details:

Company Nice & Smooth Landscape, Corp.
Contact Jose Fuentes
Address 6411 Taft Street
Hollywood, FL 33024

Submit your response to:

Company City of Hollywood, FL - Public Works Grounds Maintenance
Contact Collazo, Joshua
Address 1600 South Park Road
Hollywood FL 33020
Phone 1-954-921-3043
Fax
E-mail jcollazo@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid F 4679 21 PB

DRAFT



Blanket Purchase Agreement PA600407

Agreement	PA600407
Creation Date	13-OCT-2021
Revision	0
Agreement Amount	376,350.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To
City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier
Nice & Smooth Landscape, Corp.
6411 Taft Street
Hollywood, FL 33024

Notes
Blanket Purchase Agreement PA600407 comprises of Bid F 4679 21 PB, proposal and pricing submitted by Nice and Smooth

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	28573	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
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The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

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Blanket Purchase Agreement PA600407

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Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

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The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600407

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Assistant Director, Financial Services for Procurement

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