



City of St. Petersburg
CONTRACT PURCHASE AGREEMENT

AGREEMENT NO	REVISION	DATE
211701	0	30-APR-2018
Orders pursuant to this Contract Agreement will be issued as individual purchase orders. The purchase order number must appear on all invoices, packing lists and correspondence related to that order.		

SHIP TO: PARKS EQUIPMENT CITY OF ST PETERSBURG 1650 15TH AVE N Saint Petersburg, FL 33704 United States

VENDOR: Rep Services Inc 581 Technology Park Ste 1009 Lake Mary , FL 32746	VENDOR NO: 5130
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BILL TO: FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

Description:
Effective: 01-MAY-2018
End Date: 30-APR-2021
Buyer/Phone: Angelique Wilder / 727-551-3285
Email: Angelique.Wilder@stpete.org
Vendor/Phone: / (407) 831-9658
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: \$150,000.00

Supplier Notes:

State Sales Tax Exemption Number 85-8012740154C-1
Federal Employer ID Number 59-6000424


Procurement Director

Acceptance and Acknowledgement:

Please log in to the [iSupplier Portal](#) and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:

1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Contract Terms and Conditions

Table of Contents

City of St Petersburg Solicitation Documents.....4

 PART A: SCOPE OF SERVICES4

 Scope of Services4

 PART B: INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS12

 Bid - Instructions to Bidders, Services12

 PART C: BASE AGREEMENT21

 Base Agreement Provision21

 Base Agreement - Services Contract22

 PART D: SPECIAL PROVISIONS FOR SERVICES29

 Special Provisions for Services29

City of St Petersburg Solicitation Documents

PART A: SCOPE OF SERVICES

Scope of Services

1. Scope of Work

The primary objective of the solicitation is to select and purchase play equipment that will serve the needs of all children in an enjoyable, physical and educational experience while meeting the guidelines for access and safety. This play equipment is targeted for the 5-12 age groups.

- a. Contractor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for Play structures and Surfaces (the Work). This includes permitting.
- b. Contractor shall design, furnish and install play equipment and resilient ADA approved surfacing material for playground units of different sizes.
- c. Contractor shall provide single, fixed percentage discount from manufacturer's current price list for the purchase of pre-designed playground units in manufacturer's current catalog and resilient ADA approved surfacing material and the installation of play equipment and surfacing material.
- d. The successful Contractor(s) shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary to perform the work specified herein.
- e. Contractors shall include discounted pre-designed units as pictured in latest manufacturer's catalog. The City reserves the right to select play units directly from the manufacturer's catalog for the Contractor to install. Contractors shall include discount off list price allowed to the City on pre-designed units with each proposal. It is understood that current price lists are subject to change; however, percentage discounts shall remain fixed. Contractor shall indicate in the spaces provided on the bid forms, their firm fixed discount to be deducted from the manufacturer's catalog list prices.
- f. The Contractor, manufacturer's representative and Project Manager shall meet on site prior to the ordering of equipment and before installation.
- g. Play units and swing sets shall have 3.5" or 5" O.D. aluminum post and aluminum clamps; unit shall be metal, galvanized, powder coated, plastisol, or U.V. stabilized polyethylene.
- h. Decks shall be "punched" from a piece of heavy-gauge steel.
- i. All decks shall have a minimum length of 46" per side.

- j. Units requiring swing sets shall have one (1) two bay two (2) strap seats and two (2) seat tot swing set.
- k. All hardware shall be stainless steel, or a lifetime warranty on hardware must be provided with proposal

2. Term of Agreement

- a. The initial term of agreement will be for three years with one two-year renewal period by mutual agreement of the parties.

3. Minimum Qualifications

At a minimum, Contractor must meet the following qualifications:

- a. Have been in the business of providing and installing playground equipment and safety surfacing as described herein for a minimum of five (5) years.
- b. Have evidence of financial stability and viability to fulfill the commitments of this Agreement.
- c. Have the ability to obtain the minimum insurance requirements set forth in this Agreement.
- d. Own or have immediate access to the equipment required to provide services.
- e. Must be an authorized distributor, reseller and/or installer for the manufacture's brands represented. Documentation will be required upon request by the city.
- f. Must be able to perform work without the use of subcontractors
- g. The play equipment must meet current ASTM F1487-07a standards, U.S. Consumer Product Safety Commission's (CPSC) publication No. 325 or most recent edition, and the ADA Architectural and Transportation Barriers Compliance Board (36 CFR Part 1191) Accessibility Guidelines for Play Areas.
- h. Manufacturer's equipment meets Consumer Product Safety Committee (CPSC) and the American Standards Testing Materials (ASTM) Designation F 1487-07a or latest revision.

4. Contractor Responsibilities

At a minimum, Contractor shall provide and meet the following responsibilities:

- a. Contractor shall provide a single point of contact (Account Manager) to administer the Agreement

- b. Contractor shall maintain Minimum Qualifications as stated in bid for the term of Agreement
- c. Contractor shall respond to service calls via telephone or e-mail within one (1) business day of contact by the City.
- d. Contractor shall, upon completion of the project, deliver to the Project Manager operating all installation manuals, electronic files of diagrams and layouts of equipment, reports, certifications, and toolboxes with touch-up paint.
- e. All proposals shall include only components listed in most recent manufacturer's catalog and meet all specifications as listed therein.
- f. Proposals shall include a three-dimensional colored drawing, a play view drawing indicating size of use-zones and minimum space required.
- g. All equipment parts to be listed in a manner in which they can be identified in manufacturer's catalog.
- h. The Contractor shall, after the City has completed initial excavation, excavate the soil to the desired finish grade height for the resilient Pour-in-Place/artificial grass safety surface as set by the manufacturer's certified installer.
- i. The Contractor shall receive, inspect, confirm counts and unload the play unit materials.
- j. The Contractor shall provide a receptacle for debris removal.
- k. The Contractor will be responsible for all equipment until the City takes possession.

5. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. City shall provide a single point of contact (City Project Manager) to administer the Agreement.
- b. City Project Manager shall assist with planning, strategy and objectives prior to performance of the Work.
- c. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.
- d. The City Project Manager shall schedule an initial inspection and review of each project prior to the ordering of equipment and before installation. The inspection and review may be scheduled over multiple days if necessary. Pre-existing deficiencies, as well as expectations and clarifications discussed during the inspection and review shall

be noted in writing by the City Project Manager. City Project Manager will schedule a meeting with Contractor to review, discuss and resolve all deficiencies. Notice of final resolution of all deficiencies shall be issued in writing and signed by Contractor and City Project Manager, after which the Contractor shall assume full responsibility for performance.

e. City shall determine if a newly designed unit or a pre-designed unit from manufacturer's catalog will be purchased for a specific project site.

f. City's Project Manager shall be responsible for the issuance of the official Notice to Proceed and for schedule coordination prior to installation.

g. City shall be responsible for site preparation to include placement location, sod replacement, buffer fill, and sidewalk installation.

h. City shall provide access to water and electrical power when feasible.

i. City shall provide security fencing when feasible.

j. The City will remove and discard any existing playground equipment and other debris from the site.

k. The City will remove or trim trees as required.

l. The City shall provide, install and remove security fencing as required around the construction site.

6. Authorized Brands

Contractor shall be an authorized manufacturer and/or authorized distributor for only the authorized manufacturers for play structures and surfaces.

Do not offer alternate manufacturers as they will not be considered for award.

The following brands are approved:

a. Gametime

- b. Playpower LT
- c. Miracle Recreation
- d. Landscape Structures
- e. Playworld Systems

7. Delivery/Performance Schedule

The successful Contractors will have a period of no more than three (3) months from the issuance of the Notice to Proceed from the Project Manager to complete the project. The three (3) months indicated will include any lead time necessary to fabricate components and install the equipment at the project site. No extension of this time frame will be deemed valid unless issued by the Purchasing Director or designee in writing.

8. Shipping Instructions

a. Contractor must offer F.O.B. Destination freight charges prepaid and allowed or F.O.B. Destination freight charges prepaid and added. The successful Contractors is responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of City personnel. A minimum of 48 hours advance notification of delivery to the Project Manager is required of all freight carriers. Exact delivery point will be indicated on the purchase order.

b. The successful Contractors shall be responsible for receiving play components and storing them prior to installation. The Contractor is responsible for equipment until such time the City takes possession.

9. Quality Assurance

The installing contractor, city staff and certified safety inspector will inspect the structure during and at the end of the installation

10. Account Management

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

11. Summary of Total Service Charges and Fees

Contractor shall furnish the Procurement and Supply Management Department, when requested, a detailed summary of purchases, charges and fees in electronic spreadsheet format. The summary shall include an itemized description of products and services delivered and dollar amount and quantity of each. Failure to provide this information within seven (7) business days following the request may result in Contractor being found in default.

12. Personnel

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Contractor's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a material breach of the Agreement and grounds for termination.

13. Non-Performance

a. If Contractor is found in non-performance per the Agreement requirements and responsibilities, and/or fails to satisfactorily remedy or cure non-performance, the Contract Administrator will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Contractor in writing. Contractor shall reply in writing within ten (10) business days with detailed corrective action to remedy the non-performance, including Completion Deadline date and time. Follow up or call back work to correct such non-performance shall be solely at Contractor's expense.

b. Contract Administrator shall conduct inspection immediately after Completion Deadline and advise the Procurement Department in writing regarding satisfactory resolution or of any remaining deficiencies.

c. If Contractor fails to remedy or cure deficiencies identified in a vendor complaint report by the Completion Deadline, the City may deduct the costs from payment of Contractor invoices to obtain service elsewhere.

d. In the event the Contractor consistently fails to perform per the Agreement requirements, the City may terminate agreement with cause and Contractor may be removed from the bidder's list for up to a three year period.

14. Safety

- a. Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.
- b. Contractor's employees will keep doors closed and locked while servicing facilities after hours or when instructed by Facility Manager or Representative.

15. Training

Contractor shall provide all job skills training and safety training required for its employees. Safety training shall instruct employees on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

16. Cooperation between Contractors

The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract. Contractor shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by Contractor because of the presence and operations of other contractors working within the limits of the same project.

17. Price Escalation

Pricing ("base prices") shall remain firm for the first 12 months of the agreement term. After the first 12 months, Contractor may request adjustments to the base pricing of the agreement. Requests for price adjustments shall in writing to the Procurement and Supply Management Director at least 30 days in advance. The request shall include written explanation and detailed supporting documentation as justification for the price change. Price adjustments shall not be effective prior to written approval by the City. Approval of price adjustments will establish a new base price from which subsequent adjustments will be calculated.

18. Conditions for Acceptance

- a. Upon completion of all the work and services required by the contract pursuant to the City's satisfaction and at the City's sole discretion, the City will issue a written notice of acceptance to Contractor/approve the Work, in accordance with the Terms set forth in the Agreement.

b. Contractor shall inform the Project Manager when the project has been completed. The Project Manager, manufacturer's representative and Contractor shall conduct a final walk-through of the project. The Contractor shall provide a certification of installation to the Project Manager.

PART B: INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

Bid - Instructions to Bidders, Services

Intent

The instructions to bidders and general conditions described herein apply to services as defined herein.

Definitions

Bid: The term bid means the offer of a price by the bidder.

Bidder: The term bidder means the offeror.

City: The term City means the City of St. Petersburg, Florida.

Change Notice: The term change notice means a written order signed by the Director of Procurement & Supply Management or an authorized representative directing the vendor to make changes to the Contract.

Contract: The term contract means the contract, purchase order or blanket purchase agreement resulting from the solicitation and award to the successful bidder. The Contract shall include all documents whether attached or incorporated by reference, utilized for soliciting bids.

Invitation for Bids: The term Invitation for Bids means a solicitation for bids. The acronym "IFB" (and "RFQ" interchangeably) means Invitation for Bid. The IFB includes the instructions to Bidders and General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting bids.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Bidder: The term responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Bidder: The term responsive bidder means a bidder who has submitted a bid which conforms in all material aspects to the requirements set forth in the IFB.

SBE: A SBE (Small Business Enterprise) is defined by St. Petersburg City Code, Section 2-269-2-272 as an independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services or construction. The business must have been in operation for at least one (1) year and must serve a commercially useful function; have 50 full-time employees or less; annual sales volume of \$5 million or less for goods/services/supplies and \$8 million for construction; domiciled in Pinellas, Hillsborough, Pasco, Manatee, or Polk counties; and must be certified by the City's Greenhouse.

Services: The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements or collective bargaining agreements.

Quote Style: The term Quote Style means formality of solicitation. Solicitations at an estimated aggregated cost of less than \$100,000 are considered informal quotes or Blind Quote Style; whereas solicitations at an estimated aggregated cost of \$100,000 or more are considered formal or Sealed Quote Style and cannot be viewed prior to the published public close date and time.

Preparation of Bids

1. Bidders are expected to examine the specifications, drawings, and all special and general conditions contained in the IFB. When necessary, bidders should visit the work site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for determining properly the difficulty or cost of successfully performing the work.
2. Bids shall be submitted on the forms furnished or copies thereof. All bids must be submitted by an officer or employee having authority to bind the company or firm by his/her signature. If modifications or other changes appear on the forms, each modification or change must be clearly indicated by the person submitting the bid.
3. Unless called for, alternate bids will not be considered.
4. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

5. Any explanation regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc. requested orally or in writing by a bidder must be requested in a minimum of three days prior to the bid opening unless otherwise specified by the City in writing for a reply to reach bidders before the submission of their bids.
6. Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective bidders to clarify, correct or change the IFB.

Bid Guarantee

7. Where a bid guarantee is required by the IFB, failure to furnish a bid guarantee in the proper form and amount by the time set for opening bids shall be cause for rejection of the bid.
8. A bid guarantee shall be in the form of a bid bond, cash, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon full execution of the Contract and the City's receipt of all required certificates of insurance and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the Contract.
9. If the successful bidder, upon acceptance of his/her bid by the City within the period specified therein for acceptance, (90 days if no period is specified) fails to execute and/or fails to provide the City with all required certificates of insurance and the Contract bond(s) (including any necessary coinsurance or reinsurance agreements) within the time specified in the IFB (ten days if no period is specified), the award or Contract may be terminated. In such event the bidder shall be liable for any cost of the City procuring the work which exceeds the amount of the bidder's bid, and the bid guarantee shall be available toward offsetting such difference.

Contract and Bonds

10. The bidder whose bid is accepted will, within the time established in the IFB, enter into the Contract with the City, and if required, furnish a performance and payment bond on City standard forms in the amounts indicated in the IFB.

Submission and Receipt of Bids

11. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome

to attend opening; however, no award of bid will be made at this time. A bid tabulation will be furnished upon request.

12. Bids shall be submitted online prior to the time and date specified. Hard copy bids are accepted at the Office of Procurement and Supply Management only with prior written approval of the Director of Procurement and Supply Management.

13. The bid form may provide for submission of a price(s) for item(s), which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of service or construction or a combination thereof, etc.

14. Modification of bids already submitted will be considered if received at the office designated in the IFB before the time set for opening of bids. All modifications must be submitted online.

15. Facsimile or emailed bids will not be considered; in addition, bids may not be modified by facsimile or email notice. Modifications to bids shall only be accepted online.

16. Samples of items, when required, must be submitted, within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to retrieve samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

17. Late bids shall be rejected.

18. All bid amounts shall be entered electronically in the pricing fields provided on the online bid form, as well as on the electronic spreadsheet provided with the IFB and uploaded with submission as applicable.

Compliance

19. Failure to comply with the IFB in full may be cause for rejection of bid.

Acceptance of Offers

20. The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted by the City upon full execution of the Contract.

Firm Prices

21. The bidder warrants that prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of the Contract.

Estimated Quantities

22. When estimated quantities or usages are provided by the City in the IFB there is no guarantee made by the City that these quantities shall be utilized. The quantities shown are for the bidders' information only, and the City shall be bound only for the actual services rendered.

F.O.B. Destination

23. Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. St. Petersburg, Florida, with all delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Cash Discounts

24. When the City is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Mistakes in Bids

25. Bids may be modified or withdrawn in the online application prior to the time and date set for bid opening. Correction or withdrawal of bids after bid opening because of an inadvertent non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid corrections or withdrawals by reason of a non-judgmental mistake are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other bidders.

Award

26. The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

27. The City reserves the right to accept or reject any or all bids or parts of bids, waive informalities, and request rebids on the services in the IFB.

28. The City reserves the right to award the contract on a split-order, lump-sum, or individual item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Method of Award Small Business Enterprise (SBE)

29. For non-construction bid evaluation and quote evaluation purposes only, the POD may apply, objectively measurable discounts for bids and quotes submitted by SBEs for supplies and services, including construction projects under \$50,000. When applying such discounts, the POD shall use the following scale as a basis to determine the lower bidder using the following formula: Bid Price X Discount = Evaluated Bid Price (EBP). This discount will be used for bid evaluation purposes only. Awarded Price shall be the same as bid price.

15% on low bids from \$0 - \$1,500

10% on low bids from \$1,500 - 19,999

9% on low bids from \$20,000 - 39,999

8% on low bids from \$40,000 - 59,999

7% on low bids from \$60,000 - 79,999

6% on low bids from \$80,000 - 99,999

5% on low bids from \$100,000 - 149,999

4% on low bids from \$150,000 - 249,999

3% on low bids from \$250,000 - 499,999

2% on low bids from \$500,000 - 999,999

1% on low bids from \$1,000,000 or more

To be considered as a SBE, bidders must be certified and complete the Form for Claiming Status as a Small Business Enterprise included with this solicitation and upload it with their online response.

Environmentally Preferable Purchasing

30. It is the policy of the City of St. Petersburg to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out consistent with the City's obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Vendors are encouraged to submit items in their bids that meet the City's Environmentally Preferable Purchasing ("EPP") program standards. When submitting EPP items for consideration, vendors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

Brand Names

31. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is specified. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Variations of Specifications

32. For purposes of bid evaluation, bidders must indicate any variances from the specifications and/or conditions set forth herein or in the IFB, no matter how slight. If variations of these instructions are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications and that the bidder agrees to fully comply with these instructions and all conditions set forth in the IFB.

Quality

33. All materials used in the services covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality, and highest grade workmanship.

Timely Delivery

34. Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if the service is not rendered within the time(s) specified on the bid form.

Copyright or Patent Rights

35. Bidders warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid and bidders agree to defend and hold the City harmless from any and all liability, loss, or expenses (including but not limited to costs and attorneys' and experts' fees at trial and on appeal) occasioned by any such violation.

Conflict of Interest

36. Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of St. Petersburg is financially interested, directly or indirectly, in the purchase of services specified in this IFB.

Taxes

37. The City of St. Petersburg is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

Compliance with Orders and Laws

38. Bidders, contractors, and concessionaires shall comply with all applicable laws, including, but not limited to:

- a. Executive Order 11246, which prohibits discrimination 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 compensation methods, and training selection.
- b. Occupational, Safety, and Health Act (OSHA)
- c. The State of Florida Statutes Section 287.133(a) on Public Entity Crimes

39. Non-compliance with any laws may be considered grounds for termination of the Contract.

Default of Contract

40. In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

Modifications or Changes in the Contracts

41. No agreement or understanding to modify the Contract shall be binding upon the City unless made in writing by the Procurement Director or authorized representative of the City of St. Petersburg.

Order of Precedence

42. In the event of an inconsistency between provisions of the Invitation For Bids ("IFB"), the inconsistency shall be resolved by giving precedence in the following order: (a) any Attachments / Appendices / Exhibits, whether incorporated by reference or otherwise, included in the IFB (b) the Specifications (c) the Special Provisions (d) the Bid Forms and (e) the Instructions to Bidders and General Conditions

Data Collection

43. Pursuant to Florida Statute 119.071 Social Security Numbers collected from bidders are used for identification, verification and tax reporting purposes.

Public Records Requirements and Trade Secret Exemption

44. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

Statutory exemptions for "trade secrets" may be available.

45. If your bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the bid number marked on the outside. The City will not accept bids when the entire bid is labeled as a trade secret or confidential.

46. All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

47. "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- a. Secret;
- b. Of value;
- c. For use or in use by the business; and
- d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have address thereto for limited purposes.

48. Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a "trade secret" you agree to defend the City of St. Petersburg (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City of St. Petersburg (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as a "trade secret."

Public Entity Crimes

49. 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendor Registration

50. Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations <http://sunbiz.org/> to do business in the state of Florida and as a vendor with the City of St. Petersburg. Bidder must register online with the City of St. Petersburg on the City's website at http://www.stpete.org/with_the_city/city_supplier_starter_guide.php

Disputes and Complaints

51. All complaints or grievances should be first submitted orally or in writing to the Director of Procurement & Supply Management, who will take prompt remedial action. The Director of Procurement & Supply Management shall investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the Director of Procurement & Supply Management's remedies, he may then make an appeal to the Mayor.

Discrimination

52. Vendors and Contractors for the City of St. Petersburg are required to comply with Pinellas County Code Section 70-53 (a)(1), regarding discrimination in employment; as well as all Federal, State and local laws. Pursuant to the Code, Vendors and Contractors shall provide workplaces free from discrimination harassment and related inappropriate behavior. Behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual's or group's race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category is considered a violation of the Code. Gender includes, but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity, or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are further encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

Prohibited Communication

53. Bidder, their agents and representatives are prohibited from lobbying City Council, the Mayor, elected officials and their staff, City departments, or City project consultants relative to this solicitation. Non-compliance with this provision will result in disqualification of Bidder from consideration.

Living Wage

54. It is the policy of the City of St. Petersburg, in accordance with Municipal City Code 2-298.6-2-298.9, to require all contractors and subcontractors providing goods or services to the City where the average annual contract amount exceeds five hundred thousand dollars (\$500,000) having greater than 25 employees to pay a living wage to their employees. Each contractor that utilizes a subcontractor must inform the subcontractor, prior to the time the subcontractor offers its price to such contractor, of its obligation to pay a living wage to its employees.

PART C: BASE AGREEMENT

Base Agreement Provision

**BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS**

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the solicitation documents.

Base Agreement - Services Contract

AGREEMENT - SERVICES CONTRACT

THIS AGREEMENT, ("Agreement") is made and entered into on the Effective Date set forth in the attached CSP BPA FORM or CSP CPA FORM, as applicable ("BPA/CPA Form") by and between the Vendor set forth in the BPA/CPA Form ("Contractor" or "Vendor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Upon receipt of a purchase order issued by the City to Contractor in accordance with this Agreement (individually, "Purchase Order" and collectively, "Purchase Orders"), Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.

2. **Agreement Components.**

A. The agreement components are the BPA/CPA Form, this Agreement, the appendices to this Agreement, Purchase Orders, if any, and the following documents, which are made a part hereof by reference ("Other Documents"):

(i) The City's Solicitation documents (e.g. Request for Proposals, Invitation for Bids, etc.) ("Document 1")

(ii) Best & Final Offer, if any ("Document 2")

(iii) Questions & Clarifications, if any ("Document 3")

(iv) Contractor's Response to City's Solicitation Documents (e.g. Proposal, Offer, etc.) ("Document 4")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) the BPA/CPA Form, (ii) this Agreement, exclusive of its appendices, (iii) the appendices to this Agreement, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and terminate on the End Date set forth in the BPA/CPA Form ("Term"), unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial Term and all renewal Terms.

4. **Ordering.** The City will issue Purchase Orders on an as-needed basis. Nothing contained herein shall be construed to obligate the City to issue any Purchase Orders under this Agreement. When ordering, the City will furnish Contractor with a Purchase Order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.

5. **Payment.**

A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement ("Services Pricing"); provided, however, that the City shall not be required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed the Agreed Amount set forth in the BPA/CPA Form ("Agreed Amount") for the initial Term. Contractor shall invoice the City for services in accordance with procedures established by the City. The Services Pricing and the Agreed Amount may be increased only in strict accordance with this Agreement.

B. The Services Pricing shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Services Pricing shall be made by mutual agreement between the Parties in writing, provided that Contractor notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Contractor shall maintain competitive prices for the Term, and such prices shall be comparable to those provided to other customers receiving similar services as the City.

6. Indemnification.

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
- (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;
- (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
- (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg

Procurement and Supply Management Department

P. O. Box 2842

St. Petersburg, FL 33731

Phone: 727-893-7027

Attention: Louis Moore

CONTRACTOR:

The address listed for the Vendor in the BPA/CPA Form

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

B. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

C. Termination of this Agreement shall act as a termination of the BPACPA Form, any Purchase Orders issued by the City, and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City

or Contractor or against the City or Contractor merely because of their efforts in preparing it.

20. Use of Name. Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.

21. Non-appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. City Consent and Action.

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. Books and Records. Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. Survival. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

26. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. No Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. Permits and Licenses. Contractor shall be responsible for obtaining any and all necessary permits, licenses,

certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

30. Subcontract. The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

31. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. Contract Adjustments.

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

B. There shall be no increase in the Services Pricing or the Agreed Amount on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Services Pricing or the Agreed Amount except pursuant to an amendment to this Agreement made in accordance with this Agreement.

33. Warranties. In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

34. Non-Exclusive Agreement. This Agreement shall impose no obligation on the City to utilize Contractor for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.

35. Contractor Personnel. The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. Public Records.

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law)

required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.

Contractor hereby acknowledges and accepts the terms and conditions contained in this Agreement by clicking "I accept" or similar affirming language in the iSupplier Portal.

00299806S-04. IDIQ/on-demand services agreement no signature. Attachments: Appendix A: Scope of Services; Appendix B: Services Pricing

PART D: SPECIAL PROVISIONS FOR SERVICES

Special Provisions for Services

1. Identification of Employees

Contractor's employees shall wear uniforms or company identification badges displaying contractor's name and employee's name at all time while on city property.

2. Background Check

The City requires background checks on all Contractor employees, who perform services at all City facilities. Contractor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 calendar days to process background checks. In addition to other considerations, persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony
- d. Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

Additional background checks may be conducted by the city on Contractor's employees who provide services at high level security sites (e.g., Police, Port, and Water Resource's facilities)

Florida Statutes state that any person requiring entry to a restricted access area including the city's Port, must have a State background check per the minimum standards and a Federal credential TWIC card. Refer to § 311.12 (4) (a) 1 and (6) (a) for current requirements.

3. e-Payables

The city's preferred method for invoice payment is electronic remittance of invoices via designated credit account assigned to Contractor instead of paper checks. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

4. Ghost Card Payment

Where practicable, the City may process all payments under the Agreement by Ghost Card (virtual City credit card). Ghost Card payments are electronic purchasing-card-based payments to the Contractor through City issued virtual accounts. Reconciliation occurs through the Contractor's standard point-of-sale terminals instead of through individual invoices and checks, after fulfillment of a City-issued purchase order. Ghost Cards shall have effectivity dates and authorization for specific supplies, services and users pursuant to the terms of the Agreement. Unauthorized purchases will be the responsibility of the Contractor.

5. Multiple SourceAward

A multiple source award may be issued when awarded to two (2) or more Contractors for similar products when necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

6. Product Labels and MSDS

Contractor shall provide, prior to beginning work, manufacturer's labels and MSDS information for all chemicals to be used in the performance of Agreement. Manufacturer's labels must include (a) name and manufacturer of chemical; (b) customary use; (c) application process; (d) possible hazards; (e) special precautions; (f) emergency treatment in the event chemical is used improperly.

In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; (c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e) description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. Orders and Invoices

a. Orders will be placed against this Agreement via E-mail, and shall be accompanied by Purchase Order Numbers. All open orders are accessible by Contractor for reconciliation through their online supplier profile.

b. Unless otherwise agreed to, all performance under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (1) Name of Contractor.
- (2) Agreement Number.
- (3) Purchase Order Number.
- (4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number.
- (5) Task/delivery order number.
- (6) Date of purchase.
- (7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
- (8) Date of performance.

c. Invoices must be submitted to **ap@stpete.org** within the task/delivery order transmission issued against this Agreement. The Contractor's invoice must include, at a minimum, the following:

- (1) City's Agreement Release or Purchase Order numbers.
- (2) Name of Contractor.
- (3) Date of preparation.

- (4) Contractor's invoice number.
- (5) Address to which payment should be mailed.
- (6) City's Agreement Release or Purchase Order numbers.
- (7) A description of services furnished or supplies, including quantities, unit prices and extensions.
- (8) Discount payment terms.
- (9) Name of requesting department for whom the shipment was made.

8. Accessibility

Contractor shall fully inform itself regarding any peculiarities and limitations of the spaces available for the performance of work under this Agreement. Contractor shall exercise due and particular caution to determine that all parts of its work are made quickly and easily accessible.

9. Damage

- a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, and other property so damaged.
- b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

10. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

11. Summary of Total Sales

Contractor shall furnish the Purchasing Department as requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

12. Performance Evaluation

During this Agreement term, Contractor's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of this Agreement.

13. Insurance Certificate Maintenance

Expiration notifications for the City's insurance certificates are managed by an authorized third party firm on behalf of the City. The firm shall contact the Contractor directly via email to request updated certificates prior to expiration. Contractor shall respond directly to the firm as requested.

