



ALACHUA COUNTY, FL
Special Meeting - Policy Discussion
Meeting Agenda

August 6, 2024
1:30 PM

In-person **Public Comment** is taken after each non-ministerial motion. At the conclusion of the meeting, **individuals** can also speak for up to 3 minutes about any matter during the **General Comment** period.

The meeting can be viewed on Cox Channel 12, the AC TV app (Apple TV, Amazon Fire, Roku), the County's [Facebook](#) and [YouTube](#) sites, and the county's [Video on Demand](#) website.

Citizens attending Alachua County public meetings downtown can enjoy free parking in the S.W. Parking Garage (105 SW 3rd St, Gainesville). To obtain parking validation, download the "Passport" app on your smartphone and pay for your session. Then visit the Alachua County Manager's Office, located on the 2nd floor of the County Administration Building, on noticed public meeting days to receive a validation code.

All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

If you have a disability and need an accommodation to participate in this meeting, please contact the Alachua County Equal Opportunity Office at (352) 374-5275 at least 2 business days prior to the meeting. TTY users please call 711 (Florida Relay Service).

A. Approval of Agenda

Recommended Action:

To approve the Agenda.

B. Items for Discussion

1. Request Approval of Manager Authority, Special Pay, and Piggy-Back Agreements with World Sports Turf and Geo Surfaces for West End Improvements - 24-00727

Fiscal Note:

Sufficient Budget Exists – 150.45.4510.552.61.00 (\$83,187 with World Sports Turf and \$369,685 with Geo Surfaces) of the \$645,000 earmarked for these improvements.

Strategic Guide:

Infrastructure

Recommended Action:

1. Approve piggy-back agreements with World Sports Turf (Hillsborough County) and Geo Surfaces(TIPS Coop)
2. Delegate signature authority to the County Manager for approved expenditures up to the \$645,000 of TDT funding for the West End improvements. Authorize the Manager to approve \$50,000+ West End improvements (not to exceed \$645,000, so long as it promotes tourism in Alachua County and is in compliance with the Tourist Development Tax statute). The list of improvements was approved at the July 9, 2024 Commission meeting.
3. Approve the Special Pay of \$4,595.90 for a skid steer rental which exceeded our \$3,500 purchasing threshold for Parks cleanup of the West End property.

2. Enforcement of School Zone Speed Limits - 24-00591

Fiscal Note:

Per Florida Statute, the program specifies receipts will be electronically transferred to the Department of Revenue weekly

- \$20 to DOR General Revenue Fund
- \$3 to DOR Department of Law Enforcement Criminal Justice Standards and Training Trust Fund
- \$12 to the School Board
- \$60 County Program which will cover vendor, Sheriff administration, and public safety initiatives.
- \$5 School Crossing Guard Recruitment and Retention Program
- The proposed model for a speed detection program would involve contracting a qualified vendor through Alachua County Sheriff's Office and be reimbursed through revenues collected per the Florida Statutes. It is the intent that

Sheriff's related costs be offset by these revenues.

Strategic Guide:

Public Safety, Infrastructure

Recommended Action:

1) Proceed with advertising the Ordinance related to Enforcement of School Zone Speed Limits.

2) Direct Staff to draft an Interlocal Agreement between the County and the Alachua County Sheriff's Office regarding program responsibilities and revenue-sharing.

3. Tree Protection in Developments - 24-00702

Fiscal Note:

NA

Strategic Guide:

Environment

Recommended Action:

Hear presentation

C. Closing Comments

1. Public Comment

2. Commission Comment

D. Adjourn

Recommended Action:

To adjourn the meeting.



Agenda Item Summary

File #: 24-00727

Agenda Date: 8/6/2024

Agenda Item Name:

Request Approval of Manager Authority, Special Pay, and Piggy-Back Agreements with World Sports Turf and Geo Surfaces for West End Improvements

Presenter:

Jason Maurer, Director, Parks and Open Spaces 352-213-4796

Description:

Request Approval of Manager Authority, Special Pay, and Piggy-Back Agreements with World Sports Turf and Geo Surfaces for West End Improvements

Recommended Action:

1. Approve piggy-back agreements with World Sports Turf (Hillsborough County) and Geo Surfaces(TIPS Coop)
2. Delegate signature authority to the County Manager for approved expenditures up to the \$645,000 of TDT funding for the West End improvements. Authorize the Manager to approve \$50,000+ West End improvements (not to exceed \$645,000, so long as it promotes tourism in Alachua County and is in compliance with the Tourist Development Tax statute). The list of improvements was approved at the July 9, 2024 Commission meeting.
3. Approve the Special Pay of \$4,595.90 for a skid steer rental which exceeded our \$3,500 purchasing threshold for Parks cleanup of the West End property.

Prior Board Motions:

1. Hear update about the 2025 World Masters Indoor Athletics Championship event.
2. Authorize the County Manager to execute a license agreement for the property known as West End with the Alachua County Local Organizing Committee, Inc and to execute any amendments consistent with the use of the property for the stated use, at no cost and contingent on the purchase of West End, and with only authorized improvements permitted by licensee and all improvements left on property following the end of the license term.
3. Set aside (not to exceed) \$645,000 from Tourist Development Tax reserves for necessary expenditures related to the property known as West End, as authorized by Florida law, and not covered by the State appropriation for the World Masters event. Any use of these Tourist Development Tax funds would require Board approval
4. Approve the corresponding budget amendment moving Tourist Development Tax funds from reserves to the appropriate accounts.
5. That staff return to the Board in August or September with another update and detail plan of what improvements will be made and continue to work with the Friends of West End in conjunction with the County Parks Plan.

Fiscal Note:

Sufficient Budget Exists – 150.45.4510.552.61.00 (\$83,187 with World Sports Turf and \$369,685 with Geo Surfaces) of the \$645,000 earmarked for these improvements.

Strategic Guide:

Infrastructure

Background:

Alachua County Parks and Open Space requests to piggy-back on the World Sports Turf contract with Hillsborough County Parks to renovate the old driving range at West End in preparation for the World Masters event. They will chemically treat the grass/weeds at the driving range, rototill, and laser level nine (9) acres with a maximum slope of 1% to ensure the area is level for World Masters throwing events and future use as multipurpose fields by the general public.

We are also requesting to piggy back on the Tips COOP with Geo Surfaces for the installation of the cages and other necessary throwing equipment and improvements for the hammer, javelin, and discus, etc.

Staff is also requesting approval for the Manager to approve purchases exceeding her \$50,000 authority for those items approved at the July 9 Commission meeting to ensure necessary improvements are completed timely.

Finally, Parks staff rented a skid steer exceeding our \$3,500 purchasing limits to clean up West End, so a Special Pay is required.



PROPOSAL

CUSTOMER: ALACHUA COUNTY PARKS AND OPEN SPACE

PROJECT: WEST END DRIVING RANGE RENOVATION

PROPOSAL DATE: JUNE 14TH, 2024

PROJECT ADDRESS: 12830 W Newberry Rd, Newberry FL 32669.

DATES: SUMMER 2024

World Sports Turf & Marketing, LLC, is pleased to provide you with the following proposal to perform the work.

A handwritten signature in blue ink, appearing to read "Luis Lauretti".

Luis Lauretti, President

PREMISES

Alachua County Parks has interested in piggy-back World Sports Turf contract with Hillsborough County Parks to renovate the old driving range from West End Golf Course

Item 23 - Year 1: Rough Grading: 1,000 Cubic Yard (s) to 10,000 cubic yards - \$ 74.00/cy

SCOPE OF WORK

World Sports will kill the existing grass and weeds from the driving range applying proper herbicides in 2 applications in a 7- 10 days interval. After the vegetation is killed, WS will rototill and incorporate the material and will finish. The project laser leveling the whole 9 acres area with a maximum slope of 1 % to leave a flat and nice surface and move water to the sides.

- Spray Round up with Fusilade 2 times every 7-10 days to kill existing grass and weeds.
- Rototill existing material at 4-6" deep.
- Remove clipping and excess dead material.
- Laser Level field and follow natural slope of the field with a 1% maximum slope

PROJECT COST SUMMARY

Description – 392,0040 sq ft to rototill and laser level	1,124 cubic yards \$ 74 / cy
Line item 23 – Rough Grading	
Includes Labor, Service, Mobilization.	
TOTAL	\$ 83,187.00

ASSUMPTIONS

This proposal assumes the property will be reasonably available and safe places for equipment storage will be provided.

ABOUT WORLD SPORTS USA

World Sports was founded in Brazil and currently maintains U.S.A. offices in California and Florida, through subsidiary and sister companies. World Sports specializes in the construction, renovation, replacement, and maintenance of professional and amateur athletic fields and management of facilities.

What makes World Sports uniquely qualified to assist your group is that we are not simply a construction company, but our experience managing multiple soccer facilities and hosting hundreds of tournaments and games means we understand the business side of events. We are also a distributor of equipment and products in both South America and the USA.

We will work with your group in partnership to ensure the fields and/or course are properly designed, developed and positioned to generate strong economic returns for the community. The opportunities to value engineer projects and implement high technology solutions will positively impact every project. The skill set we can bring to your project includes:

- Planning and Design of field, event and spectator spaces that maximize use of the complex and fields. We work closely with architects and engineers to bring our real world experience to the table.
- Construction of natural grass or artificial turf fields with a focus on value engineering using best practices appropriate for the type and location of the project.
- Maintenance, Venue and Event management.
- Advanced technologies, including wireless soil sensors, best of class fertility, robotic mowing and line marking, smart irrigation control, equipment sensors, computer and automated control, including advanced modeling, and grow light system.

Whether your fields host multi-million-dollar athletes or amateur youth athletes, we will treat your project with the attention to detail it deserves. All our services are undertaken with the guiding principle that your athletic fields are not merely playing surfaces, but a fundamental part of an athlete's safety equipment.

PROJECTS

SPORTS COMPLEXES AND TRAINING GROUNDS:

- Orlando City SC – Training Center / World Sports 365 Customer – Completed conversion/renovations of Stadium and Field 4.
- San Bernardino Soccer Complex (Currently) – Field Maintenance and Venue Management
- Galway Downs (Polo Fields and Soccer Fields) Maintenance.
- Clermont Florida National Softball Complex (Legends Way)
- CBF (Brazilian Soccer Federation) Training Center
- County of Hillsborough (FL) – Renovate 160 Sports Fields pursuant to a 4 year agreement.

TOURNAMENTS

- Copa America 2019 – Turf Maintenance
- FIFA Boys U17 World Cup – 2019 – Turf Maintenance
- (Future) FIFA Woman's U20 World Cup – 2022 (Costa Rica / Panama) – Turf Maintenance. Note originally scheduled for 2020, but cancelled/rescheduled due to Covid restrictions.
- FIFA World Cup 2014 (9 of 12 fields / construction, renovation, maintenance)
- RIO Olympic Games – 2016 – Technical Advice

STADIUMS

- Azteca Stadium – Project Management and Technical Advisor. Conversion from hybrid system to natural grass (NFL Chargers v. Chiefs). While Azteca Stadium is our client, we work hand-in-hand with the NFL International Game Team.
- Arena Corinthians – Construction / Maintenance
- Arena Das Dunas (World Cup 2014) - Construction / Maintenance
- Arena Pantanal (World Cup 2014) – Construction
- Allianz Parque - Construction / Maintenance
- Cashman Field – Conversion from baseball to soccer and back to baseball (7 times) – Las Vegas Lights
- Miami FC Tropical Park - Construction
- Santos FC - Construction / Maintenance
- Sao Paulo Stadium (Pacaembu) - Construction / Maintenance

AGRONOMY AND ENGINEERING TEAM

Renato Luis Lauretti, M.Sc.

President, World Sports Turf and Marketing. Mr. Lauretti holds a B.S. degree in Agronomy (1995) and a M.S. degree in Agriculture (1998). Mr. Lauretti's career began in 1996 as the agronomist and manager for the World Sports (Brazil) constructing the Santos FC soccer field in Santos, SP. He worked with World Sports in Brazil until December 2003 as our agronomist and Technical Director, constructing several professional and community club soccer fields as well as other sports fields and was also responsible for several maintenance crews for the professional and club levels fields. In 2005, Mr. Lauretti was instrumental in opening World Sports Turf and Marketing, LLC, in Florida, building the first soccer field for Miami FC in Miami, FL at Tropicana Park.



In 2013 Mr. Lauretti helped World Sports as a consultant during the preparation of 8 fields for the World Cup 2014 in Brazil. At the FIFA World Cup 2014, he was the Head Grounds Keeper of Arena Corinthians, one of the stadiums of the World Cup and where the opening and semi-final games were played.

Fabio Augusto Peres Camara, AE, PA

Director of Field Turf Services, World Sports Solutions International (California/Nevada, USA). Mr. Camara's education is Agronomist Engineer, graduated by the State University of São Paulo - UNESP – (1993) and Postgraduate in Agribusiness (Crops) by the State University of São Paulo – UNESP – (1994/1995). Mr. Camara has been with the World Sports family of companies from 1997 to present. He has been directly involved with constructing, maintaining and consulting on over 200 sports turf field projects in Brazil, Singapore, Florida, Nevada and California for World Sports.



Andre Amaral, AE, M.sC

Director of operations of World Sports Brazil who also oversees our California operation. Mr. Amaral education is Agronomist Engineer by ESALQ/USp and MsC in Irrigation and Drainage by UNESP. He has 25 years of experience in grass cultivation in the Sports Turf industry. In Brazil, he is responsible for maintaining more than 30 major soccer fields, including *Arena Corinthians, Allianz Parque, Estadio do Pacaembu* and Pelé's home stadium *Vila Belmiro*. Worked as Turf Grass Manager during FIFA World Cup 2014, with responsibility



for 4 venues and 12 training centers, Olympics 2016 in Rio and Russia 2018 Qualifiers. At Allianz Parque is in charge of the field operation of the venue (in natural turfgrass) that has more events in a year for the second year in a row. Manages all the “*ready-to-play*” grass conversions at the stadium and the preparation for concerts. Allianz Parque hosted more than 42 concerts in the grass in the last 5 years.

EXECUTIVE AND ADMINISTRATIVE TEAM

Roberto Gomide, BA

Founder and CEO of World Sports. Mr. Gomide led World Sports to become one of the most respected Sports Turf Contractors in Brazil, Roberto has been working for the past 20 years on developing of the Turf industry in Brazil. Mr. Gomide holds a Bachelor of Business Administration from PUC – Pontifícia Universidade Católica de São Paulo and has held several executive positions in South America and in the USA. Founder and VP, ABGE Brazilian Sports Turf Association, and Member of STMA – Sports Turf Managers Association (USA).



TECHNICAL ADVISORS AND EMPLOYEES

In addition to the above personnel, World Sports has relationships with numerous individuals that have experience in the areas of agronomy, synthetic fields and U.S. Youth and Adult Soccer. Our team members include former Director of Events for U.S. Youth Soccer and current Event Operations staff for one of the largest US Youth Soccer State Associations.

REFERENCES

County of Hillsborough – Tampa, Florida – Mr. Chris Sanz, General Manager, Park Services, sanzc@hillsboroughcounty.org. (813) 267-6439. World Sports was awarded a contract as the low bidder to renovate 160 sports fields, approximately 40 per year. The purchase order requires eliminating the previous grass, leveling/grading the fields, removal of irrigation, installing new sod or sprigs, remediating and restoring clay areas.

Lake County Soccer Complex – City of Tavares, Florida. Scott Bruinsma, sgb375@yahoo.com. (352) 978-11-58. World Sports provides fertility and pest control for 10 acres of soccer fields, ensuring best practices for turf management are being followed.

The Elmore Sports Group – Joe Hudson, GM or Dave Elmore, CEO. (310) 546-9662. The Elmore Sports Group owns numerous minor league baseball teams (Sky Soc, San Antonio Missions, Chukars, Inland Empire 66ers, Lynchburg Hillcats, and Eugene Emeralds) and leases the San Bernardino Soccer Complex.

Arena Corinthians – Sao Paulo - Brazil – Mr. Lucio da Silva Blanco, Operations Manager, +55 11 96433-5623 (construction and maintenance of soccer field that hosted 6 World Cup games). “The company was very professional from design of the project throughout the construction and maintenance of the field during the tournament (World Cup 2014) ... their performance has exceeded our expectations.” (Mr. Silva Blanco’s letter of recommendation)

Allianz Parque – Sao Paulo – Brazil – Mr. Eduardo Rigotto, Operational Manager, Eduardo.rigotto@allianzparque.com.br. World Sports built the soccer field, including drainage, irrigation, new sand based top-soil and sod installation and is responsible for field maintenance. “We have been extremely satisfied with their work, professionalism and competence and would recommend their services to any new or future projects.” (Mr. Rigotto’s letter of recommendation)

Santos Futebol Clube – Sao Paulo – Brazil – Mr. Alexandre Librandi, patrimonio@santosfc.com.br. Since 1996, World Sports built the fields and maintain the fields for this professional Brazilian soccer club. “World Sports comes to you with my highest recommendation as the most professional company ... and has been our partner in business for the last 20 years.” (Mr. Librandi’s letter of recommendation)

TERMS & CONDITIONS

1. Upon execution of this Agreement by both parties, World Sports agrees to provide the Services above, subject to any additional "Work Order" for the Amount set forth in this Agreement.
2. Customer agrees to pay an amount for the Services set forth in this Proposal.
3. Customer will prepare the fields/course to be services by marking all obstacles, heads, valve boxes with high visibility flags (and not paint). Unless otherwise specified, spoils will be dumped onsite at a location reasonably close to the work zone.
4. The parties acknowledge that the Services are subject to delays due to inclement weather (rain, storms, etc.) that may impact the start and/or completion date of the Service. Both parties will do their best to reschedule and/or accommodate any delays due to inclement weather.
5. Customer acknowledges that World Sports anticipates delays during the performance of the services resulting from mechanical breakdown, wear of equipment, and other events. Customer will accommodate World Sports and/or its mechanics, as reasonably necessary, in the event of a mechanical breakdown.
6. If the proposal is based on acres or square footage pricing and actual "Acres or Square Feet" exceeds the contracted price, the parties will adjust the total price in accordance with the increased acreage.
7. Customer will pay World Sports within 15 days of receipt of an invoice.
8. Past Due amounts will incur interest at the maximum legal rate, under Florida law.
9. The parties agree to mediate and negotiate in good faith in the event a dispute occurs. If litigation is filed, the prevailing party will be entitled to all attorneys' fees, court costs and expert witness fees.



B&M EQUIPMENT RENTAL
2208 NW 71ST PLACE
GAINESVILLE, FL 32653
Phone: 352-336-9800
Return Service Requested

Remit To:

B&M EQUIPMENT RENTAL

PO BOX 749486

ATLANTA, GA 30374-9486

TO VIEW OR PAY ONLINE GO TO: <http://RENTERG.BILLTRUST.COM>
ENROLLMENT TOKEN: TBM WVG FZB

4 WEEK BILL

Customer: 101187

ALACHUA COUNTY PUBLIC WORKS
ATTN: FLEET MANAGEMENT
5620 NW 120TH LANE
GAINESVILLE, FL 32653

Job Site:

ALACHUA COUNTY PUBLIC WORKS
ATTN: PARKS AND REC
5620 NW 120TH LANE
GAINESVILLE, FL 32653

Invoice #... 403250-0001
Invoice date 6/28/24
Date out.... 6/12/24 8:00 AM
Billed thru. 7/10/24
Job Loc..... ATTN: PARKS AND REC, GAINESVI
Job No..... 09972319710
Job Ref #...
P.O. #.....
Ordered By.. JEROME
Terms..... Net 30 Days
Sales Rep: HOUSE ACCOUNT - B&M
Written by..

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	SKIDSTEER TRACK 2101 - 2300 L SKH101 Make: KUBOTA Model: SVL75-2 Ser #: KBCZ052CHL1L54256 HR OUT1 1424.50 HR IN1 TOTAL: 1424.50	515.00	1395.00	2850.00	2850.00	
1	SKIDSTEER GRAPPLE ROOT ATTACH 23001114 Make: BLUE DIAMO Model: 106450 Ser #: 168399	110.00	110.00	342.00	886.50	886.50

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV ENVIRONMENTAL FEE	EA	149.460	149.46

Sub-total: 3885.96
Damage waiver: 709.94
Exempt:
Total: 4595.90

BILLED FOR FOUR WEEKS 6/12/24 THRU 7/10/24 08:00 AM

IF THE EQUIPMENT DOES NOT WORK PROPERLY,
NOTIFY THE OFFICE AT ONCE

CUSTOMER IS RESPONSIBLE FOR
TIRE DAMAGE & REPAIR

CUSTOMER IS RESPONSIBLE FOR REFUELING,
DAMAGES OR REPAIRS

1. THIS IS A CONTRACT. The words renter, buyer, you and yours means the person who signs this contract (or are obligated under its terms). We our and dealer refer to the business named at right.
2. TERMS: CASH IN ADVANCE. Established open accounts are due and payable net 10th of month. past due accounts bear late payment penalties at 1-1/2% per month.
3. I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all the terms, conditions and provisions hereof. Renter acknowledges that he has received a true copy of this agreement at the time of execution thereof.

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
WORLD SPORTS TURF & MARKETING, LLC, NO. 14304**

This Addendum Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and World Sports Turf & Marketing, LLC, a Florida limited liability company authorized to do business in Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to contract with a Contractor to renovate the driving range at the property formerly known as the West End Golf Course; and

WHEREAS, the Alachua County Procurement Code defines ‘piggyback’ as a form of intergovernmental cooperative purchasing where an entity extends the pricing and terms of a contract entered into by another entity, with some negotiation to terms not altering the scope; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state or municipal or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor currently is under a contract with Hillsborough County, Florida to provide ongoing and as needed Athletic Turf Installation, Mowing and Maintenance Services, following and according to a competitive procurement process (RFQ/ITB No. 24197) and awarded Agreement, a copy of which is incorporated herein and attached hereto as **Exhibit 1** (the “Hillsborough County Agreement”); and

WHEREAS, the Hillsborough County Agreement states that other governmental agencies may purchases under such Agreement, as governed by the same terms and conditions as the solicitation; and

WHEREAS, the Contractor is willing and agrees to provide products and services to Alachua County, and agrees to extend to the County the same pricing, terms and conditions of the Hillsborough County Agreement; and

WHEREAS, the Parties agree to the prices, terms, and conditions of the Hillsborough County Agreement, except as modified herein.

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

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Addendum Agreement.
2. **Term**. This Agreement is effective upon execution of this Agreement by the Parties and continues through the term of the Hillsborough County Agreement including any renewals, or the completion of the Work described in Paragraph 3, whichever is earlier, unless this Agreement is earlier terminated.

3. **Scope of Work.** The Contractor agrees to provide to Alachua County all labor, materials, equipment, maintenance, and related services for the renovation of the driving range at the property formerly known as the West End Golf Course located in Alachua County, Florida, (the “Park”) which consist of 9 acres (392,040 sq ft), as more specifically agreed to by the Parties and stated in the Alachua County Special Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 2** and the Quote/Pricing Schedule, attached hereto and incorporated by reference as **Exhibit 3** (the “Work”).

The Parties agree to be bound by the terms and conditions and pricing of the Hillsborough County Agreement, with respect to the Work at the Park for Alachua County, except as modified in Paragraph 4 of this Addendum Agreement below. In the event of conflict between the provisions in Paragraph 4 below and the terms and conditions of the Hillsborough County Agreement, the provisions of this Addendum Agreement will prevail. Failure to physically attach in **Exhibit 1** the Hillsborough County Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Work will be read in the following order of precedence: (a) this Addendum Agreement, (b) Amendment to this Addendum Agreement, (c) Contract Documents, (b) Hillsborough County Agreement, and (d) any Notice to Proceed issued by Alachua County.

4. **Addendum.** The Parties agree to be bound by the terms and conditions of the Hillsborough County Agreement, with respect to Alachua County’s purchase of and request for Work from the Contractor during the term of this Addendum Agreement, except as modified or added below:

A. **References:** For the purposes of this Agreement, references in the Hillsborough County Agreement to the County or any of its divisions, departments, agencies or employees will be read to reference to Alachua County, Florida or its departments and divisions. References in the Hillsborough County Agreement to the Board of County Commissioners, will be read to refer to the Alachua County Board of County Commissioners. The following provisions within the Hillsborough County Agreement are specific to that County and are not applicable to the agreement between the Contractor and Alachua County: section 4.22/5.11/5.12.1/5.29/5.17.

B. **Pricing and Invoicing Procedures:**

- 1) For completion of all Work for Alachua County at the Park in accordance with this Addendum Agreement, the Contractor shall be paid the sum of \$102,120.00 (the “Contract Amount”), allocated as provided in the Quote/Pricing Schedule, attached hereto and incorporated by reference as **Exhibit 3**.
- 2) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due during the preceding 30 calendar days, unless otherwise agreed in writing by the County. Contractor’s invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor’s invoice shall be accompanied by documentation or data in support of expenses, as the

County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below.

Alachua County Parks and Open Spaces
Attn: Director
210 SE 134th Ave
Micanopy, FL 32667
jmaurer@alachuacounty.us

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

World Sports Turf & Marketing, LLC
316 Wendel Avenue
Lithia, FL 33547

The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

- 3) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Work to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 4) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

- 5) The Parties agree that the Contractor will not start the Work to be performed under this Agreement until this Addendum Agreement is in effect and a Notice to Proceed, as described in Exhibits 2 and 5 attached hereto, is issued by the County to the Contractor for the Work. The Parties agree that this process to proceed with the Work is different than the blanket/purchase ordering system method of requesting work/services referenced within the Hillsborough County Agreement. In accordance with the terms of this Addendum Agreement, including its attached exhibits, the Contractor will deliver the Work upon issuance of the Notice to Proceed from Alachua County.
- D. Insurance: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit 4** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**. The Parties acknowledge that the insurance required by Alachua County is different than required by the Hillsborough County Agreement.
- E. Background Checks: Due to the scope of work/services involving the Contractor's and/or the Contractor's subcontractor's personnel working in proximity to minors, the Contractor hereby confirms that any personnel employed by the Contractor and the Contractor's subcontractor who will complete the Work at the Park must have successfully completed a criminal level 2 background check, completed by the Contractor at no additional cost to the County. A criminal background check is search of federal, state or local government files to determine if the person has current or past criminal history of a conviction of a crime that poses a threat to vulnerable individuals like children or the aged. The County may request and review any associated records with or without cause, and to require replacement of any Contractor employee and subcontractor found in violation of this requirement. The Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard.
- F. Release of Claims: It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Payment Affidavit in the form provided in **Exhibit 6**.
- G. County Property: Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally (1) of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on or at the Park and any other Alachua County property, including inside any Alachua County owned or used facility, and (2) if an employee or agent of the Contractor suffers injury or damage to its/his/her person or property while at the Park or on Alachua County's property, whether owned or leased.
- H. Prevailing Wage: If, as determined by County, the Work to be performed by Contractor are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals,

Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who do the Work. If applicable to the Work, Contractor will certify this understanding, obligation, and commitment to County through a certification and Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour/

\$19.00 per hour without health benefits

If applicable to the Work under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

- I. **Indemnification: THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND WORK SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR'S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate

with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

J. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- 1) Keep and maintain public records required by the County to perform the Work.
- 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
- 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Work. If Contractor transfers all public records to the County upon completion of the 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 completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, or protected information, as defined by Florida or federal law, related to or in connection with performance of the Work. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party,

Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

- K. Venue. Venue for any legal action or civil litigation related to this Addendum Agreement between the Contractor and Alachua County or the Work will be in a court of competent jurisdiction in and for Alachua County, Florida.
- L. Notice. Any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

World Sports Turf & Marketing, LLC
316 Wendel Avenue
Lithia, FL 33547

To County:

Alachua County Parks and Open Spaces
Attn: Director
210 SE 134th Ave
Micanopy, FL 32667
jmaurer@alachuacounty.us
cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

M. Termination.

- 1) This Addendum may be terminated by the County due to (a) the failure of the Contractor to provide the Work within time specified, or (b) a default by the Contractor of the failure of the Contractor to carry out any obligation, term, or condition of this Addendum, or (c) the Contractor violates any of the covenants, agreements, terms or stipulations of this Addendum. The County Manager and his/her designee is authorized to provide notice of default on behalf of County. Failure to adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the Contractor specifying the date of termination.
- 2) County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Work for the County currently or to be provided to the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- 3) Upon termination of this Agreement based upon the above, the County may do the Work itself or obtain the Work from any other sources, contractors and individuals, and may use any method deemed in the County's best interest. Upon termination,

Contractor will deliver to County all records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.


- 4) If funds to finance the Work become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. The Alachua County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

N. Amendment and Assignment. This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement cannot be assigned.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Addendum Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By:  _____

Print: Roberto Gomide

Title: CEO

Date: 07/26/2024 _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1 – Hillsborough County Agreement



**Hillsborough
County Florida**

Agenda Item Cover Sheet

Agenda Item N^o A-56

Meeting Date 7/12/2023

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: Award a five (5) year contract to the only bidder for ongoing and as-needed purchases and installation of natural athletic turf (grass), mowing, clay work, comprehensive field maintenance, and related services at fields throughout the county (24197) for the Parks & Recreation Department at a total cost of \$8,623,897.96.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
Tom Fesler	6/30/2023	Scott Stromer	6/30/2023
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	6/30/2023	Sacha Brown-Taylor	6/30/2023
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:

Award a five (5) year contract to the only bidder, World Sports Turf & Marketing, LLC, for ongoing and as-needed purchases and installation of natural athletic turf (grass), mowing, clay work, comprehensive field maintenance, and related services at fields throughout the County (24197) for the Parks & Recreation Department at a total cost of \$8,623,897.96. There are over 223 natural turf sports fields in use throughout the County, which includes 550 acres of Celebration Bermudagrass. The subject services will include soil preparation, sodding, mowing, clay work, sprigging, fertilizing, and other services related to turf installation and maintenance. In this case, there were no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no participation goal or set-aside was established for this procurement. Funding is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:

Funding is available in the requesting department's approved budget and purchase orders will only be issued against approved budgets.

Background:

The recommended award amount is approximately 13.7% (\$1,373,724.44) lower than the requesting department's estimate. The requesting department determined the offered pricing to be fair, reasonable, and consistent with previous purchases of similar services. While more competition is always preferred, the installation and maintenance of athletic turf grass on the County's scale is highly specialized, which likely limited the number of qualified vendors. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract
[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments: Department Recommendation, Economic Development Compliance Memorandum, Bid Summary, Contract Documents



Hillsborough County Florida

PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 272-5790 | Fax: (813) 272-6290

DATE: May 18, 2023
TO: Joshua Merino, Special Projects Coordinator, Parks and Recreation
FROM: Connor Fletcher, Procurement Analyst, Procurement Services
SUBJECT: Recommendation for Award for RFQ No. 24197 Athletic
Turf Installation, Mowing, and Maintenance Services /
Estimated at \$9,997,622.40

BOARD OF COUNTY COMMISSIONERS
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Peggy Caskey

CHIEF FINANCIAL ADMINISTRATOR
Tom Fesler

Response Due Date to Procurement: May 25, 2023

- Bidder Name/Price World Sports Turf & Marketing, LLC / \$8,578,897.96 + \$45,000.00 (Allowance) = **\$8,623,897.96.**
- Reference checks are satisfactory: ☒ YES ☐ NO (If no, provide an explanation)
- Recommend award as responsive/responsible bidder: ☒ YES ☐ NO (If no, provide an explanation)
- Request Next Bidder? ☐ YES ☒ NO
- Provide a statement that addresses the reason(s) for your recommendation or rejection.

The Parks and Recreation Department recommends the award of RFQ No. 24197 Athletic Turf Installation, Mowing, and Maintenance Services to World Sports Turf & Marketing, LLC, as pricing is fair, reasonable, and in line with the current market.

- If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (abstract).

The recommended bid is 14.7542% less than Parks and Recreation Department's initial estimate due the expectation of a much more volatile and limited market based on numerous variables such as the instable economy and rising tension in Europe. Parks and Recreation Department believes there was only one (1) Bidder for this solicitation due to the size/volume of this Agreement, specialized scope of services, demanding nature of the requested services in addition to the limited market of supplies and materials available.

- Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).
- Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).
- Funding: ☒ Operating ☐ Grant: Grant Title ☐ Capital Project No(s): Purchase Orders will only be issued against available and approved fiscal year budgets.

Fiscal Approved By:

Darissa
Armstrong
Digitally signed by Darissa
Armstrong
Date: 2023.05.23 09:00:01 -0400

Date:

Recommendation Approved By:

Rick Valdez
Digitally signed by Rick
Valdez
Date: 2023.05.23 12:28:08
-0400

Date:

Department Director

Enclosure

HCFLGOV.NET



**Hillsborough
County Florida**

MINORITY & SMALL BUSINESS ENTERPRISES

PO Box 1110, Tampa, FL 33601-1110

(813) 272-7232 | Fax: (813) 276-2638

**BOARD OF COUNTY
COMMISSIONERS**

Donna Cameron Cepeda

Harry Cohen

Ken Hagan

Pat Kemp

Gwendolyn "Gwen" Myers

Michael Owen

Joshua Wostal

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

DATE: May 23, 2023

TO: Connor Fletcher, Procurement Services

FROM: *Gwen Sevaetasi*
Gwen Sevaetasi, Minority & Small Business
Special Projects Coordinator

ASSISTANT COUNTY ADMINISTRATOR

Ron Barton

SUBJECT: RFQ 24197: Athletic Turf Installation, Mowing, and Maintenance Services

The Department of Minority & Small Business Enterprises has reviewed the subject bid submitted by World Sports Turf & Marketing, LLC. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised Order No. 4.

Employment matrix submitted by World Sports Turf & Marketing, LLC. indicates that it has a permanent workforce which consists of 12 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, World Sports Turf & Marketing, LLC. has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we find World Sports Turf & Marketing, LLC. documents are in material compliance with Hillsborough County requirements.

The Minority & Small Business Enterprise Department finds that the bid submitted by World Sports Turf & Marketing, LLC. meets the requirements.

HCFLGOV.NET

RFQ 24197: Athletic Turf Installation, Mowing, and Maintenance Services
Revised Notice of Intent to Award

Posted June 21, 2023

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. The Protest Ordinance, which includes the Code of Silence, may be viewed and downloaded at: https://library.municode.com/HI/HILLSBOROUGH_COUNTY/codes/code_of_ordinances_part_4?nodeId=HICOCORLA_CH2AD_ARTVPR_DIV3HICOPRPRPGR

Negotiation: RFQ 24197	Responses Received: 1	Invited Suppliers: 0
Procurement ID: BOCC-BU	Active Responses: 1	Will Participate: 0
Close Date: 5/12/2023 14:00	Shortlisted Responses: 1	Responded: 1
Negotiation Currency: USD		

Lines

Number of Awarded Lines:	130
Number of Awarded Suppliers:	1

Response Amount:	9,570,987.86
Allowance:	45,000.00
Total Award Amount:	9,623,897.86

1 Year 1: Athletic Turf Mowing Services

Line Type:	Quantity
Item:	
Item Revision:	
Category Name:	790.00

UCM:	Acre (s)
Start Price:	
Current Price:	

Agreement Quantity:	400
Award Amount:	37,600.00
Savings:	
Savings:	

Target Value		WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		94.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		37,600.00
Note to Buyer		
Attachments		No

2 Year 1: Lime Applied for PH Balance

Line Type:	Quantity
Item:	
Item Revision:	
Category Name:	790.00

UCM:	Ton (s)
Start Price:	
Current Price:	

Agreement Quantity:	7
Award Amount:	6,600.00
Savings:	
Savings:	

Target Value		WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		950.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	7	7
Award Amount		6,600.00
Note to Buyer		
Attachments		No

3 Year 1: Sulfur Applied for PH Balance

Line Type:	Quantity
Item:	
Item Revision:	
Category Name:	790.00

UCM:	Ton (s)
Start Price:	
Current Price:	

Agreement Quantity:	7
Award Amount:	6,300.00
Savings:	
Savings:	

Target Value		WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		900.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	7	7

Award Amount:		6,300.00
Note to Buyer:		
Attachments:	No	

4 Year 1: Approved Topsoil

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Ton (s)
Start Price
Current Price

Agreement Quantity	10
Award Amount	490.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		49.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		490.00
Note to Buyer		
Attachments	No	

5 Year 1: Clay Repair - Basic

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	60000
Award Amount	88,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.47
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	60000	60000
Award Amount		88,200.00
Note to Buyer		
Attachments	No	

6 Year 1: Clay Repair - Premier

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	60000
Award Amount	164,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.74
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	60000	60000
Award Amount		164,200.00
Note to Buyer		
Attachments	No	

7 Year 1: Sod Repair: 1 to 6,699 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	60,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active

Shortlist Status		Included
Line Pricing		
Response Price		2.50
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	-20000
Award Amount		50,000.00
Note to Buyer		
Attachments		No

8 Year 1: Sod Repair: 6,600 to 19,799 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	35,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.75
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	-20000
Award Amount		35,000.00
Note to Buyer		
Attachments		No

9 Year 1: Sod Repair: 19,800 sq. ft. + of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	27,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.35
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	-20000
Award Amount		27,000.00
Note to Buyer		
Attachments		No

10 Year 1: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 9,599 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	60,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.50
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	-20000
Award Amount		50,000.00
Note to Buyer		
Attachments		No

11 Year 1: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (9,600 to 19,799 sq. ft.)

Line Type: Quantity
Item:
Item Revision:

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	35,000.00
Savings	

Category Name: 790.00

Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.75
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		35,000.00
Note to Buyer		
Attachments		No

12 Year 1: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +/-)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	25,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.75
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		26,000.00
Note to Buyer		
Attachments		No

13 Year 1: Bahia Sod Installation

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	400
Award Amount	355.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.89
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		355.00
Note to Buyer		
Attachments		No

14 Year 1: Laser Level Ballfield (No Retotill)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.12
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		4,800.00

Note to Buyer:		
Attachments:		No

15 Year 1: Laser Level Ballfield with Rototill of Calined Clay

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity:	10000
Award Amount:	8,400.00
Savings:	
Savings:	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship:		Spend Authorized
Supplier Site:		
Response Status:		Active
Shortlist Status:		Included
Line Pricing		
Response Price:		0.84
Unit Price Savings:		
Unit Price Savings Percent:		
Award Decision		
Award:		Yes
Award Quantity:	40000	8000.00
Award Amount:		8,400.00
Note to Buyer:		
Attachments:		No

16 Year 1: Rebuild Pitcher Mound

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity:	10
Award Amount:	11,000.00
Savings:	
Savings:	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship:		Spend Authorized
Supplier Site:		
Response Status:		Active
Shortlist Status:		Included
Line Pricing		
Response Price:		1,100.00
Unit Price Savings:		
Unit Price Savings Percent:		
Award Decision		
Award:		Yes
Award Quantity:	10	10
Award Amount:		11,000.00
Note to Buyer:		
Attachments:		No

17 Year 1: Ballfield Clay per 16-Cubic Yard

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity:	20
Award Amount:	29,700.00
Savings:	
Savings:	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship:		Spend Authorized
Supplier Site:		
Response Status:		Active
Shortlist Status:		Included
Line Pricing		
Response Price:		1,485.00
Unit Price Savings:		
Unit Price Savings Percent:		
Award Decision		
Award:		Yes
Award Quantity:	20	20
Award Amount:		29,700.00
Note to Buyer:		
Attachments:		No

18 Year 1: Lip Repair (Minor)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity:	300
Award Amount:	364,800.00
Savings:	
Savings:	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship:		Spend Authorized
Supplier Site:		
Response Status:		Active
Shortlist Status:		Included

Line Pricing		
Response Price		1,360.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		304,000.00
Note to Buyer		
Attachments		No

19 Year 1: Lip Repair (Major)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	300
Award Amount	650,100.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,167.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		650,100.00
Note to Buyer		
Attachments		No

20 Year 1: Turface MVP All Sport or approved equivalent (50 pound bag)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	25,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22048
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,290.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		25,800.00
Note to Buyer		
Attachments		No

21 Year 1: Base Anchor Removal and Reinstallation (Whole field)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	4,240.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22048
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		212.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		4,240.00
Note to Buyer		
Attachments		No

22 Year 1: Rough Grading under 1000 cubic yards

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Cubic Yard (s)
Start Price
Current Price

Agreement Quantity	60
Award Amount	4,500.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		73.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,800.00
Note to Buyer		
Attachments		No

23 Year 1: Rough Grading: 1,000 to 10,000 cubic yards

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Cubic Yard (s)
Start Price:
Current Price:

Agreement Quantity	80
Award Amount	4,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		74.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,240.00
Note to Buyer		
Attachments		No

24 Year 1: Rough Grading: 10,000+ cubic yards +

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Cubic Yard (s)
Start Price:
Current Price:

Agreement Quantity	80
Award Amount	4,240.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		71.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	60	60
Award Amount		4,260.00
Note to Buyer		
Attachments		No

25 Year 1: Standard Labor Hour(s)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Hour (s)
Start Price:
Current Price:

Agreement Quantity	26
Award Amount	1,187.50
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		47.50
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	25	25
Award Amount		1,187.50
Note to Buyer		

Attachment:		No
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26 Year 1: Non-Standard Labor Hour(s)

Line Type: **Quantity** UCM: **Hour (s)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity	10
Award Amount	570.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		57.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		10
Award Amount		570.00
Note to Buyer		
Attachments		No

27 Year 2: Athletic Turf Mowing Services

Line Type: **Quantity** UCM: **Acre (s)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity	400
Award Amount	38,352.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		95.88
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		400
Award Amount		38,352.00
Note to Buyer		
Attachments		No

28 Year 2: Lime Applied for PH Balance

Line Type: **Quantity** UCM: **Ton (s)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity	7
Award Amount	6,763.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		968.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		7
Award Amount		6,763.00
Note to Buyer		
Attachments		No

29 Year 2: Sulfur Applied for PH Balance

Line Type: **Quantity** UCM: **Ton (s)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity	7
Award Amount	6,426.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		919.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		
Award Amount		6,426.00
Note to Buyer		
Attachments		No

30 Year 2: Approved Topsoil

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Ton (s)
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	499.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		49.98
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	70
Award Amount		499.80
Note to Buyer		
Attachments		No

31 Year 2: Clay Repair - Basic

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	80000
Award Amount	90,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.50
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	80000
Award Amount		90,000.00
Note to Buyer		
Attachments		No

32 Year 2: Clay Repair - Premier

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	80000
Award Amount	167,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.02
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	80000
Award Amount		167,200.00
Note to Buyer		
Attachments		No

33 Year 2: Sod Repair: 1 to 6,699 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	51,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		7.55
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	36000
Award Amount		61,000.00
Note to Buyer		
Attachments		No

34 Year 2: Sod Repair: 6,600 to 19,799 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	35,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.79
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	20000
Award Amount		35,800.00
Note to Buyer		
Attachments		No

35 Year 2: Sod Repair: 19,800 sq. ft. + of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	27,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.38
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	20000
Award Amount		27,600.00
Note to Buyer		
Attachments		No

36 Year 2: Celebration Bermuda Sodding: including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	61,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		4.35
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	-20000	96000
Award Amount		61,000.00
Note to Buyer		

Attachment: [] No

37 Year 2: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (6,800 to 19,750 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 20000
Award Amount: 35,000.00
Savings:
Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.79
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		35,000.00
Note to Buyer		
Attachments		No

38 Year 2: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 20000
Award Amount: 25,000.00
Savings:
Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.28
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		25,600.00
Note to Buyer		
Attachments		No

39 Year 2: Bahia Sod Installation

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 400
Award Amount: 364.00
Savings:
Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.91
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		364.00
Note to Buyer		
Attachments		No

40 Year 2: Laser Level Ballfield (No Rototill)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 10000
Award Amount: 4,000.00
Savings:
Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		0.12
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		4,800.00
Note to Buyer		
Attachments		No

41 Year 2: Laser Level Ballfield with Rotetill of Calced Clay

Line Type: **Quantity** UOM: **Square Foot (Feet)**
Item:
Item Revision:
Category Name: **790.00**

Agreement Quantity	40000
Award Amount	8,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.21
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		8,400.00
Note to Buyer		
Attachments		No

42 Year 2: Rebuild Pitcher Mound

Line Type: **Quantity** UOM: **Each**
Item:
Item Revision:
Category Name: **790.00**

Agreement Quantity	10
Award Amount	11,220.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,122.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		11,220.00
Note to Buyer		
Attachments		No

43 Year 2: Ballfield Clay per 18-Cubic Yard

Line Type: **Quantity** UOM: **Each**
Item:
Item Revision:
Category Name: **790.00**

Agreement Quantity	20
Award Amount	30,294.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,514.70
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		30,294.00
Note to Buyer		
Attachments		No

44 Year 2: Lip Repair (Minor)

Line Type: **Quantity** UOM: **Each**
Item:
Item Revision:
Category Name: **790.00**

Agreement Quantity	300
Award Amount	39,188.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,105.80
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		391,880.00
Note to Buyer		
Attachments		No

45 Year 2: Lip Repair (Major)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	300
Award Amount	663,162.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,210.34
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		883,102.00
Note to Buyer		
Attachments		No

46 Year 2: Turf MVP All Sport or approved equivalent (50 pound bag)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	20
Award Amount	25,112.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,305.80
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		26,112.00
Note to Buyer		
Attachments		No

47 Year 2: Base Anchor Removal and Reinstallation (Whole field)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	20
Award Amount	4,324.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,162.40
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		4,324.80
Note to Buyer		

Attachment: _____ No

48 Year 2: Rough Grading under 1000 cubic yards

Line Type: **Quantity** UCM: **Cubic Yard (s)**
 Item: _____ Start Price: _____
 Item Revision: _____ Current Price: _____
 Category Name: **790.00**

Agreement Quantity: **80**
 Award Amount: **4,590.00**
 Savings: _____
 Savings: _____

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		76.50
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,590.00
Note to Buyer		
Attachments		No

49 Year 2: Rough Grading: 1,000 to 10,000 cubic yards

Line Type: **Quantity** UCM: **Cubic Yard (s)**
 Item: _____ Start Price: _____
 Item Revision: _____ Current Price: _____
 Category Name: **790.00**

Agreement Quantity: **80**
 Award Amount: **4,628.80**
 Savings: _____
 Savings: _____

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		75.48
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,628.80
Note to Buyer		
Attachments		No

50 Year 2: Rough Grading: 10,0001 cubic yards +

Line Type: **Quantity** UCM: **Cubic Yard (s)**
 Item: _____ Start Price: _____
 Item Revision: _____ Current Price: _____
 Category Name: **790.00**

Agreement Quantity: **80**
 Award Amount: **4,346.20**
 Savings: _____
 Savings: _____

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		72.47
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,346.20
Note to Buyer		
Attachments		No

51 Year 2: Standard Labor Hour(s)

Line Type: **Quantity** UCM: **Hour (s)**
 Item: _____ Start Price: _____
 Item Revision: _____ Current Price: _____
 Category Name: **790.00**

Agreement Quantity: **25**
 Award Amount: **1,211.25**
 Savings: _____
 Savings: _____

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		68.43
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	25	25
Award Amount		1,211.25
Note to Buyer		
Attachments		No

52 Year 2: Non-Standard Labor Hour(s)

Line Type: **Quantity** UOM: **Hour (s)**
Item: Start Price:
Item Revision: Current Price:
Category Name: **790.00**

Agreement Quantity	10
Award Amount	581.40
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		58.14
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		581.40
Note to Buyer		
Attachments		No

53 Year 3: Athletic Turf Mowing Services

Line Type: **Quantity** UOM: **Acre (s)**
Item: Start Price:
Item Revision: Current Price:
Category Name: **790.00**

Agreement Quantity	400
Award Amount	39,120.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		97.80
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		39,120.00
Note to Buyer		
Attachments		No

54 Year 3: Lime Applied for PH Balance

Line Type: **Quantity** UOM: **Ton (s)**
Item: Start Price:
Item Revision: Current Price:
Category Name: **790.00**

Agreement Quantity	7
Award Amount	6,916.66
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		986.38
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	7	7
Award Amount		6,916.66
Note to Buyer		
Attachments		No

55 Year 3: Sulfur Applied for PH Balance

Line Type: **Quantity** UOM: **Ton (s)**
Item: Start Price:
Item Revision: Current Price:
Category Name: **790.00**

Agreement Quantity	7
Award Amount	6,564.52
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		936.38
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	7	
Award Amount		6,554.82
Note to Buyer		
Attachments		No

56 Year 3: Approved Topsoil

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Ton (x)
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	609.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		80.08
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	
Award Amount		800.80
Note to Buyer		
Attachments		No

57 Year 3: Clay Repair - Basic

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	60000
Award Amount	91,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.52
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	
Award Amount		121,600.00
Note to Buyer		
Attachments		No

58 Year 3: Clay Repair - Premier

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	80000
Award Amount	180,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.17
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	
Award Amount		173,600.00
Note to Buyer		

Attachment: No

59 Year 3: Sod Repair: 1 to 6,699 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	52,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.60
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		52,000.00
Note to Buyer		
Attachments		No

60 Year 3: Sod Repair: 6,600 to 19,799 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	36,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.82
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		36,400.00
Note to Buyer		
Attachments		No

61 Year 3: Sod Repair: 19,800 sq. ft. + of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	28,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.40
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		28,000.00
Note to Buyer		
Attachments		No

62 Year 3: Celebration Bermuda Sodding: Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 6,699 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	52,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		2.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		62,000.00
Note to Buyer		
Attachments		No

63 Year 3: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (6,600 to 19,799 sq. ft.)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	26,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.92
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		36,400.00
Note to Buyer		
Attachments		No

64 Year 3: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	26,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.30
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		26,000.00
Note to Buyer		
Attachments		No

65 Year 3: Bahia Sod Installation

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	400
Award Amount	372.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.93
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		372.00
Note to Buyer		
Attachments		No

66 Year 3: Laser Level Ballfield (No Rototill)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.11
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		4,800.00
Note to Buyer		
Attachments		No

67 Year 3: Laser Level Ballfield with Recotill of Calclined Clay

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.22
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		8,800.00
Note to Buyer		
Attachments		No

68 Year 3: Rebuild Pitcher Mound

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	11,444.40
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,144.44
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		11,444.40
Note to Buyer		
Attachments		No

69 Year 3: Ballfield Clay per 10-Cubic Yard

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	20
Award Amount	30,899.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,544.99
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		30,899.80
Note to Buyer		

Attachment:		No
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70 Year 3: Lip Repair (Minor)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UCM Each
Start Price
Current Price

Agreement Quantity	200
Award Amount	399,513.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,997.57
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	200
Award Amount		399,513.00
Note to Buyer		
Attachments		No

71 Year 3: Lip Repair (Major)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UCM Each
Start Price
Current Price

Agreement Quantity	200
Award Amount	676,365.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,254.55
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	200
Award Amount		676,365.00
Note to Buyer		
Attachments		No

72 Year 3: Turface MVP All Sport or approved equivalent (50 pound bag)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	26,834.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,341.71
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		26,834.20
Note to Buyer		
Attachments		No

73 Year 3: Base Anchor Removal and Reinstallation (Whole field)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	4,411.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		220.06
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award	Yes	
Award Quantity	80	70
Award Amount		4,811.20
Note to Buyer		
Attachments	No	

74 Year 3: Rough Grading under 1000 cubic yards

Line Type	Quantity	UCM	Cubic Yard (s)
Item		Start Price	
Item Revision		Current Price	
Category Name	790.00		

Agreement Quantity	80
Award Amount	4,891.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		18.03
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award	Yes	
Award Quantity	80	80
Award Amount		4,881.80
Note to Buyer		
Attachments	No	

75 Year 3: Rough Grading: 1,000 to 10,000 cubic yards

Line Type	Quantity	UCM	Cubic Yard (s)
Item		Start Price	
Item Revision		Current Price	
Category Name	790.00		

Agreement Quantity	80
Award Amount	4,819.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		75.39
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award	Yes	
Award Quantity	80	80
Award Amount		4,819.20
Note to Buyer		
Attachments	No	

76 Year 3: Rough Grading: 10,0001 cubic yards +

Line Type	Quantity	UCM	Cubic Yard (s)
Item		Start Price	
Item Revision		Current Price	
Category Name	790.00		

Agreement Quantity	80
Award Amount	4,492.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		73.87
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award	Yes	
Award Quantity	80	80
Award Amount		4,492.20
Note to Buyer		
Attachments	No	

77 Year 3: Standard Labor Hour(s)

Line Type	Quantity	UCM	Hour (s)
Item		Start Price	
Item Revision		Current Price	
Category Name	790.00		

Agreement Quantity	25
Award Amount	1,238.50
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		403.42
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	25	25
Award Amount		1,236.50
Note to Buyer		
Attachments		No

78 Year 3: Non-Standard Labor Hour(s)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Hour (s)
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	693.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		69.30
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		693.00
Note to Buyer		
Attachments		No

79 Year 4: Athletic Turf Mowing Services

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Acre (s)
Start Price:
Current Price:

Agreement Quantity	400
Award Amount	39,900.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		99.75
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		39,900.00
Note to Buyer		
Attachments		No

80 Year 4: Lime Applied for PH Balance

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Ton (s)
Start Price:
Current Price:

Agreement Quantity	7
Award Amount	7,057.05
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,008.15
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	7	7
Award Amount		7,057.05
Note to Buyer		

Attachment:		No
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81 Year 4: Sulfur Applied for PH Balance

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Ton (s)
Start Price:
Current Price:

Agreement Quantity	7
Award Amount	6,685.50
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		950.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		7
Award Amount		6,685.50
Note to Buyer		
Attachments		No

82 Year 4: Approved Topsoil

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Ton (s)
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	520.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		52.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		10
Award Amount		520.00
Note to Buyer		
Attachments		No

83 Year 4: Clay Repair - Basic

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	80000
Award Amount	93,600.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.18
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		80000
Award Amount		93,600.00
Note to Buyer		
Attachments		No

84 Year 4: Clay Repair - Premier

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM: Square Feet (Feet)
Start Price:
Current Price:

Agreement Quantity	80000
Award Amount	163,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		2.79
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	80000
Award Amount		164,800.00
Note to Buyer		
Attachments		No

85 Year 4: Sod Repair: 1 to 6,599 sq. ft. of Bermuda Grass

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	53,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.65
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		53,000.00
Note to Buyer		
Attachments		No

86 Year 4: Sod Repair: 6,600 to 19,799 sq. ft. of Bermuda Grass

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	37,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.86
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		37,200.00
Note to Buyer		
Attachments		No

87 Year 4: Sod Repair: 19,800 sq. ft. + of Bermuda Grass

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	28,600.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.43
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		28,600.00
Note to Buyer		
Attachments		No

88 Year 4: Celebration Bermuda Sodding: Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599 sq. ft.)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity	20000
Award Amount	53,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		7.85
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		63,000.00
Note to Buyer		
Attachments		No

89 Year 4: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (6,600 to 19,799 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	37,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.88
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		37,200.00
Note to Buyer		
Attachments		No

90 Year 4: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	26,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.30
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		26,800.00
Note to Buyer		
Attachments		No

91 Year 4: Bahia Sod Installation

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	400
Award Amount	376.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.94
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		376.00
Note to Buyer		

Attachment: No

92 Year 4: Laser Level Ballfield (No Rototill)

Line Type: **Quantity** UCM: **Square Foot (Feet)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity: **40000**
 Award Amount: **\$2,200.00**
 Savings:
 Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.10
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		\$2,200.00
Note to Buyer		
Attachments	No	

93 Year 4: Laser Level Ballfield with Rototill of Calcined Clay

Line Type: **Quantity** UCM: **Square Foot (Feet)**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity: **40000**
 Award Amount: **\$8,800.00**
 Savings:
 Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.10
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		\$8,800.00
Note to Buyer		
Attachments	No	

94 Year 4: Rebuild Pitcher Mound

Line Type: **Quantity** UCM: **Each**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity: **10**
 Award Amount: **11,617.80**
 Savings:
 Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,161.78
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		11,617.80
Note to Buyer		
Attachments	No	

95 Year 4: Ballfield Clay per 10-Cubic Yard

Line Type: **Quantity** UCM: **Each**
 Item: Start Price
 Item Revision: Current Price
 Category Name: **790.00**

Agreement Quantity: **20**
 Award Amount: **21,617.80**
 Savings:
 Savings:

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		

Response Price		1,575.89
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	
Award Amount		27,167.00
Note to Buyer		
Attachments		No

96 Year 4: Lip Repair (Minor)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	300
Award Amount	407,505.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,358.35
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	
Award Amount		407,505.00
Note to Buyer		
Attachments		No

97 Year 4: Lip Repair (Major)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	300
Award Amount	889,892.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,999.64
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	
Award Amount		889,892.00
Note to Buyer		
Attachments		No

98 Year 4: Turface MVP All Sport or approved equivalent (50 pound bag)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	27,167.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,358.35
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	
Award Amount		27,167.00
Note to Buyer		
Attachments		No

99 Year 4: Base Anchor Removal and Reinstallation (Whole field)

Line Type: Quantity
Item
Item Revision
Category Name: 790.00

UCM Each
Start Price
Current Price

Agreement Quantity	20
Award Amount	3,499.50
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		774.90
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		4,499.80
Note to Buyer		
Attachments		No

100 Year 4: Rough Grading under 1000 cubic yards

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Cubic Yard (s)
Start Price:
Current Price:

Agreement Quantity	80
Award Amount	4,776.40
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		775.88
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,776.40
Note to Buyer		
Attachments		No

101 Year 4: Rough Grading: 1,000 to 10,000 cubic yards

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Cubic Yard (s)
Start Price:
Current Price:

Agreement Quantity	80
Award Amount	4,771.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		78.52
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,711.80
Note to Buyer		
Attachments		No

102 Year 4: Rough Grading: 10,000+ cubic yards +

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Cubic Yard (s)
Start Price:
Current Price:

Agreement Quantity	80
Award Amount	4,621.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		73.35
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80	80
Award Amount		4,621.00
Note to Buyer		

Attachment: No

103 Year 4: Standard Labor Hour(s)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Hour (s)
Start Price:
Current Price:

Agreement Quantity: 25
Award Amount: 1,260.25
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	50.41
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	25
Award Amount	1,260.25
Note to Buyer	
Attachments	No

104 Year 4: Non-Standard Labor Hour(s)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Hour (s)
Start Price:
Current Price:

Agreement Quantity: 10
Award Amount: 604.80
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	60.48
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	10
Award Amount	604.80
Note to Buyer	
Attachments	No

105 Year 5: Athletic Turf Mowing Services

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Acre (s)
Start Price:
Current Price:

Agreement Quantity: 400
Award Amount: 40,700.00
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	101.75
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	400
Award Amount	40,700.00
Note to Buyer	
Attachments	No

106 Year 6: Lime Applied for PH Balance

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Ton (s)
Start Price:
Current Price:

Agreement Quantity: 7
Award Amount: 7,198.17
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	

Response Price		1,028.31
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		7
Award Amount		7,198.37
Note to Buyer		
Attachments		No

107 Year 5: Sulfur Applied for PH Balance

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Ton (s)
Start Price:
Current Price:

Agreement Quantity	7
Award Amount	6,819.33
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		914.18
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		7
Award Amount		6,819.33
Note to Buyer		
Attachments		No

108 Year 5: Approved Topsoil

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Ton (s)
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	530.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		53.02
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		10
Award Amount		530.20
Note to Buyer		
Attachments		No

109 Year 5: Clay Repair - Basic

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	60000
Award Amount	96,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.60
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity		60000
Award Amount		96,400.00
Note to Buyer		
Attachments		No

110 Year 5: Clay Repair - Premier

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	60000
Award Amount	185,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2.70
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	80000	80000
Award Amount		186,800.00
Note to Buyer		
Attachments		No

111 Year 5: Sod Repair: 1 to 6,599 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	54,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		3.71
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		54,200.00
Note to Buyer		
Attachments		No

112 Year 5: Sod Repair: 6,600 to 19,799 sq. ft. of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	37,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.89
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		37,800.00
Note to Buyer		
Attachments		No

113 Year 5: Sod Repair: 19,800 sq. ft. + of Bermuda Grass

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Square Foot (Feet)
Start Price:
Current Price:

Agreement Quantity	20000
Award Amount	29,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1.46
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20000	20000
Award Amount		29,200.00
Note to Buyer		

Attachment: No

114 Year 5: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 20000
Award Amount: 54,200.00
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	2.71
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	20000
Award Amount	54,200.00
Note to Buyer	
Attachments	No

115 Year 5: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (6,600 to 19,799 sq. ft.)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 20000
Award Amount: 37,800.00
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	1.89
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	20000
Award Amount	37,800.00
Note to Buyer	
Attachments	No

116 Year 5: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 20000
Award Amount: 27,000.00
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	1.35
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	20000
Award Amount	27,000.00
Note to Buyer	
Attachments	No

117 Year 5: Bahia Sod Installation

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UCM Square Foot (Feet)
Start Price
Current Price

Agreement Quantity: 100
Award Amount: 104.00
Savings:
Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	

Response Price		0.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	400	400
Award Amount		264.00
Note to Buyer		
Attachments		No

118 Year 5: Laser Level Ballfield (No Retotill)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Square Foot (Feet)**
Start Price:
Current Price:

Agreement Quantity	40000
Award Amount	5,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.13
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		5,200.00
Note to Buyer		
Attachments		No

119 Year 5: Laser Level Ballfield with Retotill of Calced Clay

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Square Foot (Feet)**
Start Price:
Current Price:

Agreement Quantity	40000
Award Amount	9,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		0.23
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	40000	40000
Award Amount		9,200.00
Note to Buyer		
Attachments		No

120 Year 5: Rebuild Pitcher Mound

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Each**
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	11,906.80
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,190.68
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		11,906.80
Note to Buyer		
Attachments		No

121 Year 5: Ballfield Clay per 16-Cubic Yard

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Each**
Start Price:
Current Price:

Agreement Quantity	20
Award Amount	22,148.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,607.41
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		32,148.20
Note to Buyer		
Attachments		No

122 Year 5: Lip Repair (Minor)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	300
Award Amount	415,653.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,386.51
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		415,653.00
Note to Buyer		
Attachments		No

123 Year 5: Lip Repair (Major)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	300
Award Amount	703,689.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		2,345.63
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	300	300
Award Amount		703,689.00
Note to Buyer		
Attachments		No

124 Year 5: Surface M/P All Sport or approved equivalent (50 pound bag)

Line Type: Quantity
Item:
Item Revision:
Category Name: 790.00

UOM: Each
Start Price:
Current Price:

Agreement Quantity	20
Award Amount	27,710.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		1,385.51
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	20	20
Award Amount		27,710.20
Note to Buyer		

Attachment: No

125 Year 5: Base Anchor Removal and Reinstallation (Whole field)

Line Type: Quantity
 Item:
 Item Revision:
 Category Name: 790.00

UCM: Each
 Start Price:
 Current Price:

Agreement Quantity: 20
 Award Amount: 4,599.00
 Savings:
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	229.45
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	20
Award Amount	4,599.00
Note to Buyer	
Attachments	No

126 Year 5: Rough Grading under 1000 cubic yards

Line Type: Quantity
 Item:
 Item Revision:
 Category Name: 790.00

UCM: Cubic Yard (s)
 Start Price:
 Current Price:

Agreement Quantity: 80
 Award Amount: 4,870.00
 Savings:
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	61.18
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	80
Award Amount	4,870.00
Note to Buyer	
Attachments	No

127 Year 5: Rough Grading: 1,000 to 10,000 cubic yards

Line Type: Quantity
 Item:
 Item Revision:
 Category Name: 790.00

UCM: Cubic Yard (s)
 Start Price:
 Current Price:

Agreement Quantity: 80
 Award Amount: 4,806.00
 Savings:
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	
Response Price	60.10
Unit Price Savings	
Unit Price Savings Percent	
Award Decision	
Award	Yes
Award Quantity	80
Award Amount	4,806.00
Note to Buyer	
Attachments	No

128 Year 5: Rough Grading: 10,000+ cubic yards +

Line Type: Quantity
 Item:
 Item Revision:
 Category Name: 790.00

UCM: Cubic Yard (s)
 Start Price:
 Current Price:

Agreement Quantity: 80
 Award Amount: 4,511.00
 Savings:
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
Line Pricing	

Response Price		175.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	50	50
Award Amount		8,750.00
Note to Buyer		
Attachments		No

129 Year 5: Standard Labor Hour(s)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Hour (s)**
Start Price:
Current Price:

Agreement Quantity	25
Award Amount	1,285.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		51.42
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	25	25
Award Amount		1,285.00
Note to Buyer		
Attachments		No

130 Year 5: Non-Standard Labor Hour(s)

Line Type: **Quantity**
Item:
Item Revision:
Category Name: **790.00**

UOM: **Hour (s)**
Start Price:
Current Price:

Agreement Quantity	10
Award Amount	617.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
Line Pricing		
Response Price		61.70
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		Yes
Award Quantity	10	10
Award Amount		617.00
Note to Buyer		
Attachments		No

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Invitation to Bid

Athletic Turf Installation, Mowing, and Maintenance Services

ITB No. 24197

HCFLGov.net/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT INFORMATION

SOLICITATION TYPE: Invitation to Bid

SOLICITATION NUMBER: 24197

SOLICITATION TITLE: Athletic Turf Installation, Mowing, and Maintenance Services

BRIEF DESCRIPTION: The Hillsborough County Parks and Recreation Department (PRD) seeks a qualified Contractor to provide ongoing and as needed athletic turf installation, athletic turf mowing, clay work, comprehensive field maintenance services, and other related services at various sport fields throughout the County. PRD has the largest improved sports field collection in Florida and services over 223 sports fields consisting of 550 acres of improved celebration bermudagrass athletic fields.

PRIMARY CONTACT: **Connor Fletcher, Procurement Analyst**
(813) 301-7066; FletcherCR@HCFLGov.net

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no proposer, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest. The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, the primary contact listed on this page, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award.

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ORACLE NEGOTIATIONS

Bidders **must** acknowledge participation to receive notifications related to this [negotiation](#).

Bidders are responsible for accessing the Supplier Portal for updates to this [negotiation](#).

For instructions on how to acknowledge participation, visit www.HCFLGov.net/vendors.

The County shall only accept Offers through its Electronic Bidding System. Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will **not** be considered.

Notices of intent to award or sole source will be posted for review by interested parties at [Hillsborough County - Doing Business With Hillsborough](#) (TBD) and/or the Supplier Portal > View Active Negotiations > Online Messages.



1. SPECIFICATIONS

1.1. Scope

The Hillsborough County Parks and Recreation Department (PRD) seeks a qualified Contractor to provide ongoing and as needed athletic turf installation, athletic turf mowing, clay work, comprehensive field maintenance services, and other related services at various sport fields throughout the County. PRD has the largest improved sports field collection in Florida and services over 223 sports fields consisting of 550 acres of improved celebration bermudagrass athletic fields.

1.2. Applicable Publications

The following publication(s) of the issue in effect on date of this solicitation, forms a part of this specification:

1.2.1 Reference this for all applicable standards:

https://stma.org/sites/stma/files/STMA_Bulletins/ASTM_updated_for_2011.pdf

1.2.2 County Ordinance 21-42 Regulation of The Use of Fertilizers Containing Nitrogen and/or Phosphorous date 11/17/2021: [Ordinance No. 21-42 | Code of Ordinances, Part A | Hillsborough County, FL | Municode Library](#)

1.3. Minimum Qualifications

1.3.1 The Bidder/Proposer or principal thereof shall demonstrate recent successful and verifiable experience in providing substantially similar services in volume, scope, and magnitude as required herein. The Responsibility Survey shall be used by the Bidder/Proposer to provide such information. The Responsibility Survey shall include but not be limited to the following:

- Complete physical address.
- Valid phone number, email address, and contact's full name.
- Complete project scope of work, in addition to project final cost.
- Background and resume of the staff managing the contract.
- Any applicable Licenses and certifications of the managing staff.
- A list of company owned equipment that will be used to manage the contract.

1.3.2 The Bidder/Proposer or principal thereof shall have an established office location within seventy-five (75) miles of 601 E. Kennedy Blvd., Tampa, FL 33602, to meet the immediate service and commodity needs of Hillsborough County. The Contractor shall demonstrate proof of an established work site within the aforementioned locality and shall maintain an operating and functional office with appropriate equipment, supplies, and personnel to complete County projects in an efficient and expeditious manner, during the entire term of this Contract.



- The Bidder/Proposer or principal thereof shall possess and maintain current during the resulting contract term the following licenses issued by the Florida Department of Agriculture and Consumer Services (FDACS) (<https://www.fdacs.gov/>), use of all chemicals and disposal of residues shall be in strict conformance with Environmental Protection Agency (EPA), U.S. Department of Agriculture (USDA), and manufacturer's instructions.
- State of Florida Commercial Pesticide Applicators License
- Limited Urban Commercial Fertilizer Applicator Certification (LF Certificate)
- Lawn and Ornamental Pest Control Certification

1.3.3 The Contractor shall provide valid copies of required licenses/certifications upon the County's request.

1.3.4 The Bidder/Proposer or principal thereof shall have in their possession industry recommended commercial grade equipment, tools, and supplies, necessary to successfully accomplish all work described herein. The County reserves the right to inspect equipment at any time, before and/or subsequent contract Award. The County Project Manager shall decide if the Contractor's equipment, tools, and supplies are adequate to meet the needs of Hillsborough County. The County reserves the right to reject a Bidder/Proposer who fails to successfully demonstrate to the County's satisfaction, possession of equipment, tools, and supplies. Refer to Attachment A, entitled Equipment List, which demonstrates an example of equipment the awarded Bidder/Proposer must have to perform requested services herein.

1.4. Minimum Requirements

1.4.1 The Bidder/Proposer or principal thereof bid pricing shall include all necessary labor, vehicles, tools, materials, proper disposal of waste products, equipment, etc., required to successfully provide services requested herein. In addition, this Contract shall include Hourly Labor line(s) for any work which shall include but is not limited to; Field Dimension Layout & Adjusting, Digital Field Evaluation for Grading and Drainage including digital reports, Detailed Soil Structure and pH analysis, Drainage Structure Adjustment and Clearing, Line Painting and Chalking of Fields, Erecting and Taking Down Temporary Sports Fencing Services, and associated sports work not included herein. Non-Standard Labor Hours refer to any work executed outside of Monday to Friday 7:00 AM to 6:00 PM or County Holidays. The use of Non-Standard Labor Hours shall have written approval of the County Project Manager or Designee. The County reserves the right to reject invoices which list Non-Standard Labor Hours, with no evidence of approval by the County Project Manager. All bid pricing shall include the cost of home office, overhead and field office overhead for the entire term of the Contract.

1.4.2 Equipment

1.4.2.1 The Contractor shall be responsible for providing all necessary commercial-grade equipment to properly, efficiently, and successfully perform

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requested services requested herein. The Contractor shall maintain all equipment utilized to provide services in a manner that will demonstrate that equipment has been cleaned of any debris or pests from previous use. All equipment used on turf surfaces shall be equipped with proper wide stance turf tires to prevent damage or rutting of the field.

1.4.2.2 All equipment operators shall be qualified and trained to safely operate equipment and perform the scope of work detailed herein. All operators shall wear the proper personal protection equipment as directed by the manufacturer's instructions for the safe handling of their product and equipment. All tools, equipment, and parts necessary to perform specified work shall be provided by the Contractor.

1.4.3 **Project Preparation:** Upon receipt of a project planning meeting, a response within five (5) calendar days is mandatory to determine steps and length of project.

1.4.4 **Work Authorization:** No work shall be authorized against this term Contract except as authorized by a Purchase Order. Purchase Orders will be issued on an as-needed basis. The Contractor is not authorized to proceed and shall not be compensated for any work that is not authorized by an issued Purchase Order.

1.4.5 **Schedule Coordination:** As leagues may need fields back for play at time certain dates the Contractor shall be firm with completion times and dates so league may have use of the fields. The County may also allow leagues to use fields while in the eradication phase of the old grass/turf is underway. No work shall be started until all materials are secured and available to be used for the project.

1.4.6 **Documentation:** Record keeping regulations in Florida require ten (10) primary data elements be recorded for each restricted-use pesticide application. The County shall require these records be kept for all applications including fertilizer, herbicide, insecticide, and fungicide. All documentation shall be completed at the end of each application and accessible for review at the County's request. These include:

- The name and the pesticide applicator license number of the licensee responsible for the pesticide application.
- The full name of the person who applied the pesticide.
- The date, start time and end time of treatment.
- The location of the treatment site, which may be recorded using any of the following example designations:
 - o County, range, township, and section;
 - o An identification system utilizing maps and/or written descriptions that accurately identify the location of the treatment and distinguish the treatment site from other sites;



- o The identification system established by the USDA found in 7 CFR 110, which utilizes maps and numbering systems to identify field locations; or,
- o The legal property description.
- The crop, commodity, or type of target site treated;
- The total size (in acres, square feet, acre-feet, treated, or other appropriate units) of the treatment site;
- The brand name and Environmental Protection Agency (EPA) registration number of the pesticide product applied;
- The crop, commodity, or type of target site treated;
- The total size (in acres, square feet, acre-feet, treated, or other appropriate units) of the treatment site;
- The total amount (lbs., gal., etc.) of formulated product applied;
- The crop, commodity, or type of target site treated;
- The application method; and,
- The name of the person requesting or authorizing the application, or a statement of authority to make such application, if the application was made to property not owned or leased by the licensee. Commercial applicators must, within 30 days of the application of a restricted-use pesticide, provide a copy of the application record to the person for whom the application was made. Recording repetitive information that applies to all records is not necessary, as long as the information is recorded one time and there is a written record indicating that this information applies to other applications as well. The required information shall be recorded no later than two (2) working days after the date of application and may be incorporated into other business transaction records. All records must be retained for a period of two (2) years and must be maintained in a manner that is accessible to authorized representatives. No one type of recordkeeping form is required; any recordkeeping form is acceptable as long as the required data are included. This allows applicators flexibility to fit the recordkeeping requirements into their current recordkeeping scheme.

1.4.7 Sprigging of Athletic Fields with Bermuda Grass

1.4.7.1 The Contractor shall only use High quality well rooted Celebration Bermuda grass sprigs or plugs, preferably sourced from Hillsborough County.

1.4.7.2 The Contractor shall be familiar with and follow the general guidelines contained in Florida Green Industries Best Management Practices for Protection of Water Resources in Florida and the Rules of the Environmental Protection Commission of Hillsborough County, Fertilizer Use and Landscape Management. Refer to Hillsborough County Ordinance 21-42 Regulation of The Use of Fertilizers

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Containing Nitrogen and/or Phosphorous date 11/17/2021.
https://library.municode.com/fl/hillsborough_county/ordinances/code_of_ordinances_part_a?nodeId=1119997

1.4.7.3 The County shall have final approval for use of any and all chemicals on the work sites, excluding those pre-approved in these specifications. No fertilizer shall be applied in winds of ten (10) miles per hour (MPH) or greater. The manufacturer's recommendations for application shall be followed. Material Data Safety Sheets (MDSS) Labels shall be submitted to the Project Manager and any other information required to verify the material utilized and applicable quantity and ratio applied.

1.4.7.4 The Contractor shall utilize Integrated Pest Management (IPM) techniques when managing landscape pests with the goal of reducing pest management expense, energy, and risk of chemical exposure to people, animals, and the environment.

1.4.7.5 The Contractor shall repair or replace (at County's discretion) any damage caused by treatments, applications or equipment while treating the fields.

1.4.7.6 All applications and treatments will be inspected and monitored by a representative of the County to determine if adequate results have been achieved. If determined that results are not adequate, subsequent application or treatments will be required to reach optimum results at no additional cost to the County.

1.4.8. **Eradication of Existing Turf (Full field renovation):** Prior to preparing the soil, the Contractor shall:

- Apply a mixture of Glyphosate/Fusilade three (3) times, spaced seven (7) to ten (10) days apart, to all areas being renovated.
- A complete eradication of all organic material shall be achieved in all areas designated for renovation.
- Rototilling or material removal can begin after a wait period of two (2) weeks with no re-spouting. If re-spouting occurs, additional treatment is necessary, at no additional cost to the County.

1.4.9. **Grading and Irrigations**

1.4.9.1. Prior to Rototilling and grading applications, the Contractor shall remove all irrigation heads, cap, and bury the existing pipe, and ensure that the valve boxes are marked. Renovation using a tillage tool to grind and remove any remaining thatch and/or organic materials, at a minimum depth of six (6) inches.



- 1.4.9.2. Sod cut existing turf to a depth that will allow consistent removal of material and base root zone.
- 1.4.9.3. Remove all material mechanically or by hand from the field and dispose of offsite at the Contractor's expense.
- 1.4.9.4. The designated renovation areas shall be rough graded and any excess debris surfacing from the Rototilling or sod cuttings application shall be removed by the Contractor. At no additional cost to the County, the Contractor shall remove rocks and/or stones and other debris that is larger than two (2) inches from the field prior to sodding.
- 1.4.9.5. The Contractor shall be responsible for providing additional fill material to bring designated renovation areas to rough grade. Topsoil and other fill materials shall be approved by the County prior to placement and free of debris, rocks, clay of an appropriate potential hydrogen (pH), and contain sufficient organic material.
- 1.4.9.6. The Contractor shall establish a rough grade to be within a half inch (1/2") of the finish grade to allow laser grading to meet the desired finish elevation.
- 1.4.9.7. Topsoil shall be uniformly distributed on the designated sprigging area, and it shall be a minimum of three inches (3") or 75mm deep after firming if irrigation was installed, otherwise five to six inches (5-6").
- 1.4.9.8. Spreading of the topsoil shall be done in a manner that sprig installation can proceed with a minimum of additional soil preparation and tillage.
- 1.4.9.9. Any irregularities in the surface resulting from topsoil spreading, or other operations, shall be corrected to prevent the formation of depressions or water pockets.
- 1.4.9.10. The Contractor shall laser grade the designated renovation area according to elevation specifications. Fields and swales shall be graded to provide surface drainage to the swales and drainage of the swales. All work on fields shall meet all relevant American Society for Testing and Materials (ASTM) standards for fields. Please see Section 1.2.
- 1.4.9.11. After completing the laser grading application, the Contractor shall reinstall all irrigation heads, adjust the heads for the new elevations and operate the system to determine complete coverage areas.



1.4.9.12. If an irrigation head/swing joint is found to be defective, the Contractor shall replace it. The Contractor shall be responsible for any irrigation heads, lines and valve boxes damaged by the Contractor's activity.

1.4.9.13. The Contractor shall once more check the designated renovation area use a laser grading technology, making any final changes to the playing surface, and assuring that no settled areas have occurred.

1.4.9.14. Football fields shall have a slope of one quarter inch (1/4") per foot from the center of the field to each sideline.

1.4.9.15. Soccer fields shall have a minimum of one and one-half percent (1.5%) slope from the centerline of the field to each sideline.

1.4.9.16. Grading shall be approved and accepted by the County prior to any turf application. The Contractor shall coordinate with the County Project Manager to acquire all approvals.

1.4.9.17. After the grading has been approved, the ground shall be cleared of all grade stakes, surface trash, or other objects that would hinder installation and/or maintenance of the sprigs and other plantings.

1.4.9.18. Paved areas over which hauling operations are conducted shall be kept clean and any soil which may be brought upon the surface shall be promptly removed. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.

1.4.10. Soil Preparation

1.4.10.1. At no additional cost to the County, prior to turf applications, the athletic field areas shall be tested by the Contractor. The soils shall be tested in accordance with Sports Turf Managers Association (STMA) standards for predominantly medium sand texture.

1.4.10.2. Tests shall be conducted for soil potential hydrogen (pH), nutrient level and permeability. The Contractor shall bring the soil to recommended mixture as part of the work of preparing the surface for new growth and submit testing results in writing if requested by the County within forty-eight (48) hours of request.

1.4.10.3. If the soil pH, calcium, or magnesium levels are found to be low, an application of Dolomite or Limestone shall be applied prior to Rototilling.

1.4.11. Sprig Application



- 1.4.11.1. No high quality well rooted Celebration Bermuda sprigs shall be placed in soil which has been chemically treated until sufficient time has elapsed to permit the dissipation of all harmful materials.
- 1.4.11.2. The Contractor shall assume full responsibility and replacement, at no cost to the County, any loss or damage arising from improper use of chemicals or failure to allow sufficient time to permit dissipation of chemical residues, whether or not the materials are specified in the terms of this agreement.
- 1.4.11.3. The Contractor shall apply a pre-plant fertilizer with a 5-10-15 ratio at the rate of 500 pounds per acre to all the fields in the designated renovation area.
- 1.4.11.4. The Contractor shall sprig the entire designated renovation area with certified High quality well rooted Celebration Bermuda grass only, at the rate of 1,200 bushels per acre. Sprigs shall be placed in the top two inches (2") of soil.
- 1.4.11.5. The Contractor shall place certified High quality well rooted Celebration Bermuda grass sod around each irrigation head and valve box at the proper field grade.
- 1.4.11.6. Planting shall be over a prepared area using the proper equipment and following the proper application procedures for spring/sod placement and rates per acre for planting shall be done in accordance with the specification obtained from the turf provider.
- 1.4.11.7. Sprigs that are dry from travel to the job site will be removed and replanted at the Contractor's expense.
- 1.4.11.8. The Contractor shall apply Ronstar pre-emergent herbicide to the entire designated renovation area to prevent weed seed germination three (3) to five (5) days after sprigging.
- 1.4.11.9. The Contractor shall be responsible for verifying both the irrigation schedule and the actual operation and coverage of the system so that the sprigs establish correctly. The Contractor shall coordinate as necessary with the County Project Manager, and shall be given physical access of login to the irrigation control system and be solely responsible for the control, operation, and coverage of the irrigation system until final acceptance. The Contractor shall submit in writing the full irrigation schedule to the County Project Manager or Designee to program irrigation controller appropriately



1.4.12. New Growth Maintenance

- 1.4.12.1. Maintenance shall begin immediately following the last sprigging application and shall continue for a minimum of 90 days. The Contractor shall conduct the following maintenance tasks over the first 90 days after sprigging:
- 1.4.12.2. Fertilize the entire sprigged areas, alternating one (1) application of 21-0-0 ratio with one (1) application of 15-0-15 ratio fertilizer mix every ten (10) days. In addition, apply minor nutrients in liquid form every four (4) weeks in conjunction with insecticide labeled standards.
- 1.4.12.3. Mow and edge the entire sprigged areas as soon as there is enough growth that can be cut and enough root system to sustain a mowing.
- 1.4.12.4. After the first mowing, never remove more than a third (1/3) of the total height of cut at one cutting. The final height of cut at the end of the 90 day grow-in period shall be one inch (1").
- 1.4.12.5. Insect and weed control shall be applied three (3) applications over the 90-day period. An application of Top Choice, at 87 pounds per acre, shall be applied the first month after sprigging to control insects (fire ants, mole crickets, etc.) The Contractor is responsible for the control of all diseases, insects, and weeds on the designated renovation areas from project inception to completion.
- 1.4.12.6. The designated renovation areas shall be aeriated and Veri cut in two (2) different directions, during the final month of grow-in. This procedure shall be followed with a top dressing of sand, 46 tons per field. Any low areas shall be hand top dressed to help provide a smooth playing surface. Rolling the fields with a two and a half (2.5) ton double drum steel roller shall be made after the designated renovation areas are top dressed and the sand dragged into the grass mat.
- 1.4.12.7. The Contractor shall be responsible for the operation and timing of the irrigation system on the field from project inception to completion. This is to include the straightening and adjusting of irrigation heads.
- 1.4.12.8. Final Deliverable Condition: Any measured area of 25 square feet in the sprigged area shall be full of healthy certified High quality well rooted Celebration Bermuda grass growth, free of disease and insect infestation with no more than five percent (5%) open soil areas and no more than five percent (5%) weeds. Before payment is made for the services herein, all debris created as part of the work shall be removed from the site and properly disposed of.



1.4.13. Sodding of Athletic Fields with Bermuda Grass

1.4.13.1. The Contractor shall only use High quality well rooted rolled Certified Celebration Bermuda grass sod.

1.4.13.2. The Contractor shall be familiar with and follow the general guidance contained in Florida Green Industries Best Management Practices for Protection of Water Resources in Florida and the Rules of the Environmental Protection Commission of Hillsborough County, Chapter 1-15, Fertilizer Use and Landscape Management <https://www.epchc.org/home/showpublisheddocument/440/636407511504030000>.

1.4.13.3. All pre-approved chemicals used by the Contractor during care and maintenance shall be approved by either the Environmental Protection Agency (EPA) or the United States Department of Agriculture (USDA).

1.4.13.4. The County shall have final approval for use of any and all chemicals at the work sites, excluding those pre-approved in these specifications. No fertilizer shall be applied in winds of ten (10) miles per hour (MPH) or greater. The manufacturer's recommendations for application shall be followed. Material Data Safety Sheets (MSDS) Labels shall be submitted to the County Project Manager and any other information required to verify the material utilized and applicable quantity and ratio applied.

1.4.13.5. The Contractor shall utilize Integrated Pest Management (IPM) techniques when managing landscape pests with the goal of reducing pest management expense, energy, and risk of chemical exposure to people, animals, and the environment.

1.4.13.6. The Contractor shall repair or replace (at County's discretion) any damage caused by treatments, lack of irrigation control or operations, applications or equipment while treating the fields.

1.4.13.7. All applications and treatments will be inspected and monitored by a representative of the County to determine if adequate results have been achieved. If determined that results are not adequate, subsequent application or treatments will be required at no charge to reach optimum results.

1.4.14. Eradication of Existing Turf: Prior to preparing the soil, the Contractor shall;



- 1.4.14.1. Measure and spray the corners of all areas to be sodded with marking paint and calculate the total square footage. The Contractor shall communicate this total to the County, in writing, prior to receiving approval to proceed.
- 1.4.14.2. Apply a mixture of Glyphosate/Fusilade three (3) times, spaced seven (7) to ten (10) days apart, to all areas being renovated.
- 1.4.14.3. Complete eradication of all organic material shall be achieved in all areas designated for renovation.
- 1.4.14.4. Wait a period of two (2) weeks with no re-sprouting before Rototilling or material removal can begin. If re-sprouting occurs, additional treatment is necessary.

1.4.15. Soil Preparation

- 1.4.15.1. Prior to turf applications, the athletic field areas shall be tested by the Contractor. The soils shall be tested in accordance with Sports Facility Managers Association (STMA) standards for predominantly medium sand texture.
- 1.4.15.2. Tests shall be conducted for soil pH, nutrient level, and permeability. The Contractor shall bring the soil to the recommended mixture as part of the work of preparing the surface for new growth.
- 1.4.15.3. If the soil pH, calcium, or magnesium levels are found to be low, an application of Dolomite or Limestone shall be applied prior to Rototilling.

1.4.16. Grading/Topsoil and Irrigation

- 1.4.16.1. Prior to Rototilling and grading applications, the Contractor shall remove all irrigation heads, cap, and bury the existing pipe, and ensure that the valve boxes are marked.
- 1.4.16.2. Rototill in several different directions all areas designated for renovation using a tillage tool to grind and remove any remaining thatch and/or organic materials, at a minimum depth of six (6) inches.
- 1.4.16.3. Sod cut existing turf to a depth that will allow consistent removal of material and base root zone.
- 1.4.16.4. Remove all material mechanically or by hand from the field and dispose of offsite at the Contractor's expense.



- 1.4.16.5. The designated renovation areas shall be rough graded and any excess debris surfacing from the Rototilling or sod cuttings application shall be removed by the Contractor.
- 1.4.16.6. The Contractor shall be responsible for providing additional fill material to bring designated renovation areas to rough grade. Topsoil and other fill materials shall be approved by the County prior to placement and free of debris, rocks, clay, and contain sufficient organic material.
- 1.4.16.7. The Contractor shall establish a rough grade to be within a half inch (1/2") of the finish grade to allow laser grading to meet the desired finish elevation.
- 1.4.16.8. Topsoil shall be uniformly distributed on the designated sodding area, and it shall be a minimum of three inches (3") or seventy-five millimeters (75mm) deep after firming if irrigation was installed, otherwise five to six inches (5-6").
- 1.4.16.9. Spreading of the topsoil shall be done in a manner that sod installation can proceed with a minimum of additional soil preparation and tillage.
- 1.4.16.10. Any irregularities in the surface resulting from topsoil spreading, or other operations, shall be corrected to prevent the formation of depressions or water pockets.
- 1.4.16.11. The Contractor shall laser grade the designated renovation area according to elevation specifications. Fields and swales shall be graded to provide surface drainage to the swales and drainage of the swales.
- 1.4.16.12. After completing the laser grading application, the Contractor shall reinstall all irrigation heads, adjust the heads for the new elevations and operate the system to determine complete coverage areas.
- 1.4.16.13. If an irrigation head/swing joint is found to be defective, the Contractor shall replace it at no cost to the County. The Contractor shall be responsible for any irrigation heads, lines and valve boxes damaged by the Contractor's activity.
- 1.4.16.14. The Contractor shall once more check the designated renovation area using laser grading technology, making any final changes to the playing surface, and assuring that no settled areas have occurred.
- 1.4.16.15. Football fields shall follow Sports Fields Managers Associations (SFMA), formally known as Sports Turf Managers Associations (STMA), guidelines



for layout and grading have a slope of one quarter inch (1/4") per foot from the center of the field to each sideline.

1.4.16.16.Soccer fields shall follow SFMA guidelines for layout and grading have a minimum of one and one-half percent (1.5%) slope from the centerline of the field to each sideline.

1.4.16.17.Anywhere sodded areas meet existing turf on the field, the total finished difference in grade height shall be no greater than half an inch (1/2") after mowing.

1.4.16.18.Grading shall be approved and accepted by the County prior to any turf application.

1.4.16.19.After the grading has been approved, the ground shall be cleared of all grade stakes, surface trash, or other objects that would hinder installation and/or maintenance of the sod and other plantings.

1.4.16.20.Paved areas over which hauling operations are conducted shall be kept clean and any soil which may be brought upon the surface shall be promptly removed. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.

1.4.16.21.All baseball fields shall follow SFMA guidelines for layout and grading and shall have a one half of a percent (.5%) to one point five percent (1.5%) grade originating from the apex of the home plate.

1.4.16.22.The final grade of a renovated baseball field shall consider the starting grade of the clay and shall have finished applied sod edges that are precisely even with clay basepaths.

1.4.17. Turf Application

1.4.17.1. No High quality well rooted Celebration Bermuda grass shall be placed on soil which has been chemically treated until sufficient time has elapsed to permit the dissipation of all harmful materials.

1.4.17.2.The Contractor shall assume full responsibility and replacement, at no cost to the County, any loss or damage arising from improper use of chemicals or failure to allow sufficient time to permit dissipation of chemical residues, whether or not the materials are specified in the terms of this agreement. As well any loss due the mismanagement of the irrigation timing or operation that results in the damage of turf prior to



final acceptance shall be the responsibility of the Contractor for replacement at their cost.

- 1.4.17.3. The Contractor shall apply a pre-plant fertilizer with a 5-10-15 ratio at the rate of 500 pounds per acre to all the fields in the designated renovation area.
- 1.4.17.4. The Contractor shall sod the entire designated renovation area with certified High quality rolled well rooted Celebration Bermuda grass only, at the rate of 1,200 bushels per acre. Sprigs shall be placed in the top two inches (2") of soil. All netting shall be removed.
- 1.4.17.5. The Contractor shall place certified High quality well rooted Celebration Bermuda grass sod around each irrigation head and valve box at the proper field grade.
- 1.4.17.6. Planting shall be over a prepared area using the proper equipment and following the proper application procedures for spring/sod placement and rates per acre for planting shall be done in accordance with the specification obtained from the turf provider.
- 1.4.17.7. Sod that is dry from travel to the job site will be removed and replanted at the Contractor's expense.
- 1.4.17.8. The Contractor shall apply Ronstar pre-emergent herbicide (or equivalent) to the entire designated renovation area to prevent weed seed germination three (3) to five (5) days after sodding.
- 1.4.17.9. The Contractor shall fertilize the entire sodded areas with one (1) application of 15-20-15 ratio fertilizer mix.
- 1.4.17.10. After placement of the sod the sodded areas shall be top-dressed with .25 inch of sports field sand to assist with the knitting of seams.
- 1.4.17.11. The Contractor shall be responsible for verifying both the irrigation schedule and the actual operation and coverage of the system so that the sprigs are established correctly. The Contractor shall coordinate as necessary and shall be given physical access of login to the irrigation control system and be solely responsible for the control, operation, and coverage of the irrigation system until final acceptance. The Contractor shall submit in writing the full irrigation schedule to the County Project Manager or Designee to program irrigation controller appropriately.
- 1.4.17.12. Final Deliverable Condition: Final approval for a sodded field will be provided after the final grade is accepted, certified sod has been rolled out



by the contractor and the County approves the seams, placement, edging, grade that sod is placed at, overall health of sod, measurement, and coverage of the sod and any disturbance of the final grade is corrected by the contractor. Before payment is made for the services herein, all debris created as part of the work shall be removed from the site and properly disposed of. Park dumpsters shall not be utilized to dump any debris as a result of any project performed.

1.4.18. Materials – Topsoil

1.4.18.1. The Contractor shall furnish all topsoil, labor, material, and equipment required for completing the work described in the terms of the contract.

1.4.18.2. Topsoil shall be a loamy sand, sandy loam, clay loam, loam, silt loam, sandy clay loam or other soil approved by the architect. It shall not have a mixture of subsoil and shall contain no slag, cinders, stones, lumps of soil, sticks, roots, trash, or other extraneous materials larger than one and a half inches (1.5") or 40 millimeters in diameter.

1.4.18.3. Topsoil shall also be free of viable plants or plant parts of common Bermuda grass, quackgrass, Johnson grass, nutsedge, poison ivy, Canada thistle, or others as may be specified.

1.4.18.4. At no additional cost to the County, all topsoil shall be tested by a reputable laboratory for pH and soluble salts. If needed, pH correction material shall be applied at a rate sufficient to correct the pH to a range of six (6.0) to seven (7.0). The Contractor shall furnish official results of the laboratory tests, at County's request.

1.4.18.5. Soluble salts shall not be higher than 500 parts per million.

1.4.18.6. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading or proposed for turfgrass sod installation.

1.4.19. Materials – Fertilizers

1.4.19.1. Fertilizers shall be distributed and incorporated uniformly over the entire areas where High quality well rooted Celebration Bermuda grass is to be installed and shall include a slow-release source of Nitrogen.

1.4.19.2. All fertilizers (either granular or liquid) shall be uniform in composition, free flowing and suitable for application with approved equipment.



1.4.19.3. Fertilizers shall be delivered to the site fully labeled, according to applicable fertilizer laws and shall bear the name, trade name, or trademark and warranty of the producer or manufacturer.

1.4.19.4. Fertilizer applications shall be determined by soil tests. If soil testing is waived where there is insufficient time for complete soil tests, fertilizer materials that supply the following levels of nutrients shall be applied:

- Half (0.5) pound actual nitrogen (N) per 1,000 square feet;
- One (1) pound actual phosphorus pentoxide (P₂O₅) per 1,000 square feet; and
- One (1) pound actual potassium oxide (K₂O) per 1,000 square feet.

1.4.20. Materials - Low pH Correction Materials

1.4.20.1. Lime shall be distributed and incorporated uniformly over the entire areas where High quality well rooted Celebration Bermuda grass is to be installed.

1.4.20.2. Lime material shall be ground limestone (hydrated or burnt lime may be substituted), which contains at least 50% total oxides (calcium oxide plus magnesium oxide).

1.4.20.3. Ground limestone shall be ground to such fineness that at least 50% shall pass through a 100 mesh sieve and 98% to 100% shall pass through a 20 mesh sieve.

1.4.20.4. Lime applications shall be determined by soil tests. If soil testing is waived where there is insufficient time for complete soil tests, lime materials that supply the following levels of nutrients shall be applied:

- 50 to 100 pounds of ground limestone per 1,000 square feet.

1.4.21. Materials - High pH Correction Materials

1.4.21.1. Dolomite shall be distributed and incorporated uniformly over the entire areas where High quality well rooted Celebration Bermuda grass is to be installed.

1.4.21.2. Dolomite applications shall be determined by soil tests. If soil testing is waived where there is insufficient time for complete soil tests, Dolomite materials that supply the following levels of nutrients shall be applied:



- 50 to 100 pounds of ground limestone per 1,000 square feet.

1.4.22. Materials - Sod and Sprigs

- 1.4.22.1. Celebration rolled Bermuda grass shall be classified as certified stock or shall originate from certified stock. This turfgrass sod shall be composed of Celebration rolled Bermuda grass (*Cynodon dactylon*).
- 1.4.22.2. Sod shall be machine cut at a uniform soil thickness of six tenths (0.60) of an inch or 15 millimeters, plus or minus a quarter (0.25) inch or six (6) millimeters, at the time of cutting, unless otherwise agreed upon. Measurement for thickness shall exclude top growth and thatch.
- 1.4.22.3. Roll width of Celebration rolled Bermuda grass shall be between 36" and 48" wide. NO MESH OF ANY KIND SHALL BE LEFT UNDER SOD AFTER INSTALLATION. Palletized Celebration shall only be allowed to be used if the area to be sodded is under 25 square feet or the replacement area is linear and of less width than 30 inches.
- 1.4.22.4. Standard size sections of turfgrass sod shall be strong enough that it can be picked up and handled without damage.
- 1.4.22.5. Celebration rolled Bermuda grass shall be reasonably free of diseases, nematodes, and soil-borne insects. Specific nursery and/or plant materials laws may require that all sod entering inter-state commerce be inspected and approved for sale. The inspections and approval must be made by the appropriate government representative of the agriculture department or office of entomologist.
- 1.4.22.6. Field Grown Celebration rolled Bermuda grass shall be 100% free of all noxious weeds and preferably be grown in Hillsborough County. Field Grown Celebration rolled Bermuda grass shall be considered free of grassy and broad leaf weeds if, on average, less than 1 such plant is found per 100 square feet of area. For a complete list of noxious weeds, please go to the following website at: https://www.aphis.usda.gov/plant_health/plant_pest_info/weeds/downloads/weedlist.pdf
- 1.4.22.7. Celebration rolled Bermuda grass shall be delivered to the site specified in this contract and off-loaded using equipment furnished by the turfgrass sod supply Contractor. Palletized or large-roll Celebration rolled Bermuda grass shall be off-loaded at the location(s) designated for this purpose at the installation site.



1.4.23. **Materials –Infield Clay and Mound Clay Mixes:** Recreational Clay mix shall be 72% sand, 12% silt, and 16% clay.

1.4.24. **Clay Work**

1.4.24.1. Basic clay work shall include, but is not limited to;

- All work shall be in accordance with the correct SFMA guidelines,
- Base anchors, Homeplate and pitching rubber removed and reset to grade – add base plugs with tassels,
- Remove lips in turf as need to recover the grade,
- The finish grade of the clay basepath shall precisely match the turf on the site when complete,
- Bring the needed amount of recreational clay mixes to make the proper grade, till the mix in from 4 -6 inches and laser grade.
- The Finish grade should be evenly leveled with no low or high spots.

1.4.24.2. Premiere Clay Work shall include, but is not limited to;

- Premiere clay work will be from Dura Edge products Recreational or Field Saver or approve equivalent,
https://duraedge.com/wp-content/uploads/2019/01/SELL-SHEET_2018-DuraEdge.pdf
- Field Saver mix will be based on existing profile of the current infield mix determined by county staff,
- Used at tournament sites for softball/baseball. Sites determined by the county,
- Mix should be tilled in at 4"-6",
- Finish grade should lay even to sod and not to sit higher than the crown of Celebration Bermuda,

1.4.24.3. Pitcher's Mound Clay Work shall include, but is not limited to;

- In accordance with SFMA Guidelines all mound builds shall be consistent of the same materials Mound Clay should be at a ratio of 30% or more of clay and 30% or less of sand/silt.
- Mound Clay can either be a material mix consisting of clay and sand or prepackaged clay bought from a reputable supplier, the County shall be sole judge of quality and workmanship.
- Mound Clay will be used for the Tabletop and Slope at a depth of 6" per SFMA guidelines. Sides on the Mound will be of an infield mix. Sod radius edges of the mound clay should sit Precisely with and/or no higher than the Crown of the leaf blade of Celebration Bermuda.
- All mounds shall be in accordance with the SFMA guidelines based on field size and age group or leagues preapproval.



- A pitching rubber shall be installed per SFMA standards at the designated distance from home plate.

1.4.25. **Final Deliverable Condition for Clay work:** Final approval for clay work shall be given after the final grade is accepted and measurements are set to SFMA or league standards. All work shall be completed by the Contractor for the County to approve the work meets specifications, placement, edging, and grade of the clay. Before payment is made for the services herein, all debris created as part of the work shall be removed from the site and properly disposed of.

1.4.26. **Mowing**

1.4.26.1. Proper mowing heights of celebration bermudagrass fields shall be cut at a height of 1 to 2 inches and mowed two times per week in the growing season. The County staff will set the actual mowing height seasonally. The Contractor shall remove no more than a third of the total leaf blade with any mowing. Cut grass shall be left on the field, but each mowing no grass clippings shall be left or visible on the field. Mower blades shall be sharp while cutting at all times. Disease, ruts and/or other issues caused by the Contractor's negligence when performing aforementioned services shall be repaired immediately at Contractor's expense.

1.4.26.2. A reel mower is preferred, but a rotary mower is acceptable. If the grass should get high due to weather, missed cuts, or any other reason the Contractor shall at their expense use a rotary mower to cut back down the turf and remove or obliterate any grass clippings on the field. Grass clippings can be left on turf maintained with low to moderate fertility levels if mowed at the proper height and frequency. The clippings do not contribute to thatch, and they provide supplemental sources of nutrients. The Contractor shall remove the clippings only if the amount is so excessive that clumps form or if appearance is important at the direction of County staff. All baseball field fences shall be line trimmed, inside only, with each service, if a soccer or football field has Bermuda grass sidelines that extend to the fence it is the responsibility of the Contractor to line trim the inside of the fence with each service. **Fence lines of fields shall not be sprayed with any herbicide.** The Contractor shall remove and replace dead grass as a result of spraying at no additional cost to the County.

1.4.26.3. The County will set the schedule and the locations of athletic turf mowing each year and may adjust the schedule up or down to zero cuts as needed or as needed seasonally.



- 1.4.27. **Rough Grading:** Rough grading will generally consist of the correcting, recovery, or creation of grades in park areas, swales, parking areas, or forested exotic plant areas that need removal and grubbing. All work will cover maintenance type operations where the minimum amount of soil or material will be moved to create positive drainage on park sites for flooding, rain events and other drainage related issues. Work will be accomplished by either a skid steer, all surface skid steer, or a rubber tire tractor with backhoe, whichever is preapproved by the County. Once grading is corrected and approved by the County, the site will either be seeded by the County or sodded by the Contractor with Bahia sod. Most materials moved during grading can be distributed at the park site in an approved manner by either back dragging or the filling of low areas in park turf to improve drainage on site. Low areas do not include any swamps, waters of the state, or waters governed by the Environmental Protection Agency (EPA). Jobs for grading will be provided by the County staff either in writing in the form of plans or communicated in person with the Contractor onsite. The Contractor will be compensated by cubic yards, as provided for in the bid documents, for materials which need to be hauled offsite by the Contractor, to either a pre-approved County site or a county landfill. Should the County decide to keep the materials, no per cubic yard fee shall be assessed.
- 1.4.28. **Warranty for Work and Site Damage:** The Contractor shall repair or replace (at the County's discretion) any damages caused by treatment applications or equipment while treating fields, at no cost to the County. The Contractor shall not access any field while it is wet reducing the likelihood that damage will be caused. Any ruts or otherwise damaged turf or County infrastructure will be immediately reported to the County Project Manager. The County Project Manager will then coordinate repairs to the affected infrastructure and repairs shall be at the Contractor's expense. The Contractor shall use wide or super float tires on equipment to reduce compaction and rutting. The Contractor and the County will mutually agree on a yearly treatment regimen and frequency for all fields that will allow for a safe, lush, weed and bare spot free (less than ten percent (10%)) playing surface. All fields shall be always kept at under ten percent (10%) weeds or bare spots. The County shall manage wear and use by leagues and shall resod as needed. Resodded areas and grow back wear areas shall be fertilized outside of the mutually agreed upon regimen at bid rates.
- 1.4.29. **Errors and/or Omissions in Specifications and/or Drawings:** The apparent silence of this Specification and any Addendum regarding any details or the omission of the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best and legal commercial practices are to prevail, and that only materials and workmanship of the finest quality are to be used. All interpretations of this Specification shall be made upon this basis.



1.5 Preparation for Delivery

Delivery time will be determined within the planning phase. Project shall begin within 15 calendar days after issuance of an approved Purchase Order. The Contractor shall provide a schedule to the County in writing via e-mail and shall execute upon approval from the County Project Manager.

2. SPECIAL TERMS AND CONDITIONS

2.1 Allowance

2.1.1 An Allowance, in the amount of \$45,000.00, will be added to the total Bid amount for unspecified treatments, necessary services, and/or materials that may be required to successfully complete the Work, as determined by the County, but cannot be defined at this time due to the nature of the Work.

2.1.2 Commodities and/or Services ordered through the Allowance are limited to the items/services listed above. Costs for the commodities/services must be pre-approved by the County and deemed to be fair and reasonable by the County Project Manager or Designee. As determined by the County Project Manager and/or Contracts Manager, commodities/services furnished/performed under this Allowance may be added to the Contract at the quoted price/rate for the remainder of the Contract term.

2.2 Basis for Award (Overall Low)

Award will be made to the lowest, responsive, and responsible Bidder meeting Specifications. Award will be made to a single Bidder for all line items. If a Bidder fails to submit an Offer on all line items, then that Bidder is not eligible for award.

2.3 Insurance, Contractor

2.3.1 During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.3.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.



2.3.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.3.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.3.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.3.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it shall seek professional assistance.

2.3.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.3.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.3.9 All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.3.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.



2.3.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

2.3.12 The amount of such insurance shall not be less than:

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

\$100,000.00 Limit Each Accident

\$100,000.00 Limit Disease Each Employee

\$500,000.00 Limit Disease Aggregate

2.3.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

\$1,000,000.00 Bodily Injury and Property Damages - Each Occurrence

\$50,000.00 Damages to Rented Premises - Each Occurrence

\$5,000.00 Medical Expenses - Any One Person

\$1,000,000.00 Personal and Advertising Injury - Each Occurrence

\$1,000,000.00 Products/Completed Operations - Each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

2.3.12.4 Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

2.3.12.4.1 Bodily Injury & Property Damage Liability: **\$300,000.00**
Combined Single Limit Each Accident.

2.3.12.5 All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:



2.3.12.5.1 All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

2.3.12.5.2 Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

2.3.12.5.3 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause"; or similar warranty or representation that the building(s) or structure(s) will not be occupied.

2.3.12.6 Professional Liability/Errors and Omissions Insurance is **not** required.

2.3.12.7 Pollution/Environmental Liability Insurance is **not** required.

2.3.12.8 Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

2.3.13 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

2.4 Jessica Lunsford Act

2.4.1 Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, must meet level 2 screening requirements as described in Florida Statutes Section 1012.32 and Section 1012.465. The Act focuses primarily on increasing the measures used to monitor sexual offenders or predators. However, part of the Act is specifically related to individuals with access to school district campuses. Hillsborough County Children Services, Head Start facilities and Park sites that serve the School Board have adopted this as policy.

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2.4.2 Contractual personnel shall include any vendor, individual, Contractor, Sub-Contractor, or entity under contract with the school board or in this case Hillsborough County who work or may work in a child occupied area or space. The Contractor shall pay all costs associated with meeting the level 2 requirements. Be advised that this process may take up to thirty (30) Days.

2.5 Optional Provision for Other Agencies

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

2.6 Purchase Order/Contract

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

2.7 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **five (5)**-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.8 Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.9 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders,



issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County
City of Plant City
City of Tampa
City of Tampa Housing Authority
City of Temple Terrace
Clerk of the Circuit Court
Expressway Authority
Hillsborough Area Regional Transit Authority
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough Community College
Hillsborough County School Board
Hillsborough County Sheriff
Property Appraiser
State Attorney's Office
Supervisor of Elections
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector

2.10 Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed

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basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.11 Termination for Convenience

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

3.0 Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

3.1 Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.2 Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.3 Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.4 Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.5 Blanket Purchase Agreement (BPA)

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"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable.

3.6 Board of County Commissioners

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

3.7 Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.8 Business Day(s)

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

3.9 Change Order

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

3.10 Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.11 Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

3.12 Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.



3.13 Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

3.14 Contract Time or Contract Period

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

3.15 Contractor

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.16 County

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

3.17 County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.18 Day(s)

"Day(s)" shall mean one calendar day.

3.19 Designee

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

3.20 Earnest Money Deposit (EMD)

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.21 Electronic Bidding System



"Electronic Bidding System" shall mean Oracle iSupplier Portal.

3.22 Invitation To Bid

"Invitation to Bid" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.23 Minimum Specifications

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

3.24 Modification Agreement

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

3.25 Notice

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

3.26 Notice of Award

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

3.27 Notice to Proceed

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

3.28 Offer(s)



"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.29 Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.30 Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

3.31 Project Manager

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

3.32 Proposal(s)

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.33 Proposer

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.34 Purchase Order

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

3.35 Quote(s)

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.36 Service(s)



"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

3.37 Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.38 Solicitation Document

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.39 Specifications

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

3.40 Subcontractor

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

3.41 Successful Bidder/Proposer

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.42 Surety

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

3.43 Unilateral Change Order



"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

3.44 Work

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

4.0 Instructions

4.1 Bid Submissions

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2 Affirmative Action Business Enterprise Policy

4.2.1 The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

4.2.2 A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

4.2.3 Offeror is required to complete and submit the "Affirmative Action Plan Self-Analysis" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

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4.3 Award of Contract and Rejection of Bids

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

4.3.3 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.3.1 determined to be non-responsive due to failure to perform properly or timely on a comparable contract; and

4.3.3.2 who is not in a position to perform the contract.

4.3.4 Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

4.4 Bid Documents

4.4.1 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment(s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.

4.4.2 Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.

4.4.3 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.



4.5 Bid/Proposal/Quote Pricing

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

4.6 Bid/Proposal/Quote Results

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the iSupplier System via Online Discussions.

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) Days prior to the Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

4.8 Bidder/Proposer Responsible for Examining/Investigating Work Site(s)

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

4.8.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

4.8.2 be a basis for any claims for additional compensation and/or for any extensions of time.

4.9 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A,



Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

4.10 Bidder's/Proposer's Understanding of the Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

4.11 Brand Names, Etc.

4.11.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

4.11.2 Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.12 Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

4.13 Compliance With Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

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4.14 Condition of Goods, Shipping Costs, and Claims Against Carrier

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

4.15 Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.16 Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.17 Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free



Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

4.18 Electronic Payment Solutions

Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to complete a Direct Deposit Authorization Form after the Contract has been awarded.

For more information on ACH, go to:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

4.19 Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

4.20 Execution of Written Agreement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

4.21 Facilities Inspection

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

4.22 Hillsborough County Business Tax

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All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

4.23 Inspection of Samples

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

4.24 Licensing

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

4.25 Modification and/or Withdrawal of Offer Prior to Close Date

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

4.26 No Assignment of Offers

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.



4.27 Obtaining Clarification and/or Additional Information

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

4.28 Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.29 Requested Information and Descriptive Literature

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

4.30 Responsibility Survey

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to complete and return the Responsibility Survey form as identified within the attachments and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the Responsibility Survey and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

4.31 Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.32 Taxes

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State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

4.33 Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

4.34 Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5. GENERAL TERMS AND CONDITIONS

5.1 Applicable Law

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

5.2 Changes in the Work/Change Orders/Modifications

5.2.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or a written Modification Agreement executed by the Contractor and the County. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.



5.2.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

5.3 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

5.3.1 E-Verify

5.3.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

5.3.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.3.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

5.3.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

5.3.2 Legally Authorized Workforce

5.3.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized



workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.3.2.1.1 that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.3.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.3.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.3.2.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.3.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

5.3.3 IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

5.3.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.3.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.3.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.



5.3.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.3.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.3.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.3.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.3.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.3.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.3.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.3.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.4 Contractor Use of Hillsborough County for Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not



prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.5 Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.6 County as Intended Beneficiary of Subcontracts

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

5.7 Emergencies

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

5.8 Failure to Perform

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- 5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or
- 5.8.2 Terminate the Contract; and/or



5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.8.4 Pursue any and all other remedies available to the County.

5.9 Fiscal Non-Funding/Availability of Funding

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

5.10 Force Majeure

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

5.11 Hand Sanitizer Ordinance (05-8)

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.12 Equal Employment Opportunity; Non-Discrimination Clause

During the performance of this Contract, the Contractor shall comply with the following:

5.12.1 Hillsborough County

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real

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estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

5.12.2 State of Florida

5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.12.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.12.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.12.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.



5.12.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

5.12.3 Federal

5.12.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.



5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will



receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.12.4.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.12.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.12.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.

5.13 Indemnification

5.13.1 General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product



and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

5.13.3 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

5.14 Injury and/or Damage Claims

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.15 Interpretation and Intent of Contract Documents

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

5.16 Laws and Regulations

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

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County Florida**
Procurement Services

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

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

5.17.1 813-272-5790,

5.17.2 StromerS@HCFLGov.net,

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

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

5.17.4 Keep and maintain public records required by the County to perform the services.

5.17.5 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.17.6 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.17.7 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public



records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.18 Maintenance of Records/Public Records Law

5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

5.18.2 All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

5.18.3 All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

5.18.4 The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

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5.19 No Assignment of Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

5.20 Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

5.21 Notices to Contractor

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

5.22 Notices to the County

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

5.23 Payment and Completion

5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.



5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

5.23.4.1 The Work is defective;

5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

5.24 Payment to Contractor by Electronic Payment Solution

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

5.25 Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

5.26 Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

5.27 Project Manager's Status

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5.27.1 County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

5.27.2 Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

5.28 Severability

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

5.29 Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.30 Starting the Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

5.31 Statement of Assurance

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and



agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

5.32 Suspension of Work

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

5.33 Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.



Attachment A – Equipment List

- ❖ Commercial Reel Lawn Mowers
- ❖ Commercial Rotary Mowers
- ❖ Tractor with at least 70HP and turf tires
- ❖ Tractor with at least 100HP
- ❖ Trailer with a minimum size of 25' and a gooseneck hitch
- ❖ Dual Slope Laser Grader
- ❖ Laser measurement equipment
- ❖ Soil renovator, tillage, and seedbed preparation equipment
- ❖ Professional Spraying equipment with a minimum capacity of 300 gallons
- ❖ Top Dresser with a minimum capacity of 4 cubic yards
- ❖ Frazee Mowing equipment with universe rotor.
- ❖ Seed and Fertilizer spreader with large capacity output
- ❖ Self-propelled blower
- ❖ Heavy-duty dump trailers with hydraulic lifts.
- ❖ Trucks with the gooseneck pin attachment



**Hillsborough
County Florida**

Invitation to Bid No. 24197

Responsibility Survey

In order to determine the lowest responsive and responsible Offeror for this project, Hillsborough County may mandate that the apparent lowest Offeror provide the following survey. **THE FAILURE OF AN OFFEROR TO PROVIDE ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING BY THE COUNTY THAT THE OFFEROR IS NOT RESPONSIBLE. HILLSBOROUGH COUNTY MAY RELY ON THIS INFORMATION IN ITS DECISION REGARDING THE AWARD OF THE CONTRACT FOR THIS PROJECT; THEREFORE, ANY MATERIALLY FALSE, MISLEADING, AND/OR INCOMPLETE INFORMATION THAT IS SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS SURVEY MAY RESULT IN THE COUNTY'S RESCISSION OF ITS AWARD RECOMMENDATION IF SUCH INFORMATION IS DISCOVERED BEFORE THE CONTRACT IS AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, IF APPLICABLE. IF IT IS DISCOVERED THAT THE OFFEROR HAS SUBMITTED MATERIALLY FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION IN RESPONSE TO THIS SURVEY AFTER THE CONTRACT HAS BEEN AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, THEN THE CONTRACT AWARD MAY BE RESCINDED BY THE COUNTY OR THE CONTRACT MAY BE TERMINATED.** Any questions concerning the requested information may be directed to the Hillsborough County Procurement Services Department buyer identified on the Solicitation.

*If additional space is needed, please provide as an attachment.

Company Name: World Sports Turf & Marketing, LLC

Principal Officer: Roberto Gomide - acctfl@worldsportsusa.com

Company Address: 5688, Fishhawk Crossing Blvd #204, Lithi, FL 33547

Years in Business under Present Name: 28 years

Primary type of work your firm engages in: Sports Fields Renovations and Maintenance

Years of experience in your primary type of work: 28 years

Information and Documents to be provided


Provide copies of:

1. IRS Substitute W-9.
2. Trade licenses, as required.
3. Certifications, as required.
4. Experience Modification Rate (EMR) verification letter for the most recent three (3) years.
5. Provide a copy of the current resume of the project manager and full-time job superintendent for the Offeror who will be used on this project for Hillsborough County, should the contract be awarded to the Offeror
6. Affirmative Action Plan/Program or Affirmation Action Plan Statement.
(A written Affirmative Action Plan or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, an Affirmation Action Plan Statement is required.)
7. Employment data on current workforce form.
8. Executed DM/DWBE Sub contractor agreements, if applicable.
9. Good Faith Effort Determination form, if applicable.

AFFIRMATION

I hereby affirm that the information provided herein is true and complete to the best of my knowledge.

SIGNATURE OF AUTHORIZED OFFICIAL



PRINT NAME

Roberto Gomide

TITLE OF OFFICIAL

CEO and Founder

DATE:

05/03/2023

World Sports Turf & Marketing, LLC

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of World Sports Turf & Marketing, LLC to give equal opportunity of employment to all qualified persons without regard to:

- * Age
- * Sex
- * Race
- * Color
- * Religion
- * National Origin
- * Mental or Physical Handicap
- * Marital Status
- * Sexual Orientation
- * Gender Identity or Expression


and to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- * Recruitment and Hiring
- * Compensation and Other Employee Benefits
- * Training
- * Promotion and Demotion
- * Layoff and Termination

It is also our policy to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Discrimination complaints should be directed to Roberto Gomide - CEO who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action.

 _____ Chief Executive Officer	Roberto Gomide _____ Printed Name	05/04/23 _____ Date
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Revised 09.28.2021

World Sports Turf & Marketing, LLC

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of World Sports Turf & Marketing to provide equal employment opportunity to present and prospective employees without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups.

World Sports Turf & Marketing will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

Roberto Gomide - CEO for World Sports Turf & Marketing is responsible for coordinating the day-to-day implementation and monitoring of the firm's affirmative action efforts. As the firm grows, every effort will be made towards achieving a balanced workforce representation of minority and women employees at all levels. We endorse this policy and give our support to the EEO goals as outlined in the statement.



Chief Executive Officer

Roberto Gomide

Printed Name

05/04/23

Date

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

After studying the Workforce Analysis and reviewing the current distribution by category of World Sports Turf & Mark personnel, the following percentages were calculated, based on a total full-time workforce of 12 persons:

Note:

The abbreviations used are as follows:

White (WHT), Black (BLK), Hispanic (HISP), Asian/Pacific Islander, (API) American Indian (AI)

	MALES					FEMALES					TOTALS
	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI	
Officials & Managers	1		1					1			3
Professionals	1		1			1					3
Technicians											0
Sales Workers			1								1
Office & Clerical											0
Craftsman (Skilled)											0
Operatives (Semi-Skilled)	3		1			1					5
Laborers (Unskilled)											0
Services Workers											0
All Job Categories*	5	0	4	0	0	2	0	1	0	0	12

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

After reviewing the self-analysis we find underutilization exists in the following categories *(based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target employment goals can be expressed as availability)*:

Note:

Please indicate **YES** if underutilization exists as specified above

Please indicate **NO** if underutilization does not exists as specified above

	MINORITY	FEMALE
Officials & Managers	NO	NO
Professionals	NO	NO
Technicians	NO	NO
Sales Workers	NO	NO
Office & Clerical	-	-
Craftsman (Skilled)	No	-
Operatives (Semi-Skilled)	NO	NO
Laborers (Unskilled)	-	-
Services Workers	-	-

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN
GOALS**

World Sports Turf & Marketing has established the following hiring and employment goals and time tables to improve minority and female representation in underutilized categories as vacancies occur. *(The utilization analysis is based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target hiring goals can be expressed as percent of availability):*

	Target		Target		Target
	Number of New Hires		Percent of Availability		Date
	MINORITY	FEMALE	MINORITY	FEMALE	MM/DD/YY
Officials & Managers					
Professionals					
Technicians					
Sales Workers					
Office & Clerical					
Craftsman (Skilled)					
Operatives (Semi-Skilled)					
Laborers (Unskilled)					
Services Workers					

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN
CORRECTIVE ACTIONS**

1. World Sports Turf & Mark will contact agencies, such as the Florida Department of Labor, Division of Employment Security, to list position vacancies. All such listings will state that World Sports Turf & Mark is an Equal Opportunity Employer;
2. World Sports Turf & Mark will advertise position vacancies in local area newspapers. All such advertisements will state that World Sports Turf & Mark is an Equal Opportunity Employer;
3. World Sports Turf & Mark will reaffirm with all executive search firms and employment agencies that it is an Equal Opportunity Employer;
4. For professional-level vacancies, including those requiring a specialized education, the placement offices at the local area colleges and other post-secondary schools will be contacted;
5. Department managers will be made aware of the problem areas identified in the firm's self-analysis and the Equal Employment Opportunity policy will be reaffirmed to them;
6. An Applicant Flow Log will be maintained to aid in the analysis of our recruiting efforts and procedures;
7. The selection and promotion processes will be constantly analyzed to seek out and eliminate any barriers to the hiring and upward mobility of all applicants/employees;
8. All employees are familiarized with the firm's Equal Employment Opportunity Policy and Affirmative Action Plan, are given access to these documents and are made aware of the commitment of World Sports Turf & Mark to ensure equal opportunity to all.

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN
COMPLAINT PROCEDURE**

Any applicant or employee of World Sports Turf & Mark, who feels that they have been discriminated against in filling a position or assignment, in being granted a promotion or other opportunity, or in an administrative action, may bring the matter to the attention of World Sports Turf & Mark through their supervisor, or through the EEO Coordinator, Roberto Gomide - CEO. The following is the procedure for processing and resolution of complaints of discrimination:

1. Contact Roberto Gomide - CEO, EEO Coordinator, to report the complaint;
2. Describe complaint, providing details of what occurred;
3. Within 10 days of receiving the complaint, the EEO Coordinator will conduct a thorough investigation of the complaint. A report detailing the results of the investigation will be submitted to the employee (or applicant), his/her supervisor, and principals of the firm within 30 days;
4. Appropriate corrective action will be taken in all instances where the complaint has basis.



Chief Executive Officer

Roberto Gomide
Printed Name

05/04/23
Date

Revised 09.28.2021

World Sports Turf & Marketing, LLC

**STATEMENT OF ADHERENCE TO REGULATIONS REQUIRING NONDISCRIMINATION IN THE
EMPLOYMENT OF HANDICAPPED PERSONS, DISABLED VETERAN'S AND VETERANS OF THE VIETNAM
ERA**

It is the policy of World Sports Turf & Marketing to seek out and employ qualified personnel at all locations and facilities, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation, benefits, promotion, transfer, and termination. To achieve this, World Sports Turf & Marketing is dedicated to take affirmative action to employ and advance in employment qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

World Sports Turf & Marketing is resolved to take voluntary, positive, business-oriented action which will contribute to the furtherance of the spirit and intent of Federal, State and Local legislation, government regulations and executive orders by providing affirmative action and equal employment opportunity to handicapped persons, disabled veterans, and veterans of the Vietnam Era.



Chief Executive Officer

Roberto Gomide

Printed Name

05/04/23

Date

Revised 09.28.2021

World Sports Turf & Marketing, LLC

PLAN TO PROVIDE DM/DWBE(s) WITH PROCUREMENT OPPORTUNITIES

World Sports Turf & Marketing, LLC believes that maximum utilization of DM/DWBE firms is an essential goal like our Affirmative Action Program. Our firm recognizes that tremendous efforts must be made by everyone to overcome the long-standing pattern of discrimination in the marketplace. We are committed to making this effort in the following areas:

- maintaining active contact with DM/DWBE firms for services;
- seeking DM/DWBE(s) as a part of contracted work, as contractor, sub-contractor, or on a joint venture basis;
- obtaining supplies and services from DM/DWBE vendors.

We are building our files from all known sources, as well as through informal personal referrals, and continue to actively seek out new sources. We actively utilize the certified DM/DWBE lists provided by the Small/Minority Business Section of Hillsborough County's Economic Development Department at 272-5969.

We have and will continue to utilize qualified DM/DWBE subcontractors, sub-consultants and vendors whenever feasible. We will provide equal opportunity in the procurement of goods and services that we purchase.

In all procurement efforts, an Affirmative Action Committee person is to be assigned to assure compliance with this plan. Records of all applicant vendors are to be kept on the Affirmative Action Record to be reviewed by the Committee.



Chief Executive Officer

Roberto Gomide

Printed Name

05/04/23

Date

Revised 09.28.2021

Attachment A- Equipment List

Equipment	Type of Equipment	Manufacturer	Year
2015 Toro RM 3100D	Reel Mower	TORO	2015
John Deere 3 Gang	2017 John Deere Mower	John Deere	2017
5 GANG REEL MOWER JOHN	2013 5 Gang Reel Mower John	John Deere	2013
5 GANG REEL MOWER JOHN	Tractor 5065 E	John Deere	2011
2011 TORO RM 3100D GA	2011 TORO RM 3100D GA	Toro	2011
Tractor 7700	TRACTOR	John Deere	2011
Toro 3 Gang Mower	REEL MOWER	Toro	2016
John Deere 2653 B Mower	REEL MOWER	John Deere	2022
Gravely Zero Turn	ZERO TURN MOWER	GRAVELY	2020
John Deere Z950M	ZERO TURN MOWER	John Deere	2022
John Deere 648 R	ZERO TURN MOWER	John Deere	2022
SBX72 72 IN BOX BLADE TRACTOR ATTACHMENT	BOX BLADE TRACTOR	BUSH HOG	2014
Laser - Custom 8" Dual 3PT Hitch	LASER Grade	Laser Forcre, LLC	2022
Koro Field Topmaker	Fraze Mower & Universe Rotor	IMANTS	2017
Dump Trailer - 8 Ton	DUMP TRAILER	JBM	2017
Dump Trailer - 8 Ton	DUMP TRAILER	JBM	2018
Blec 1500 Dual Slope	Laser Grade Box Plane	BLEC	2019
Spectra Laser Receiver	Spectra Laser Receiver, plumb indicator, control box	FLT Geosystem	2022
Kubota L6060	TRACTOR	KUBOTA	2020
Imants RootPruner	Rootpruner	IMANTS	2019
Southern Arc Trailer 14'	Trailer	TRAILER GUY	2020
RECYCLE DRESSER	Recycle Dresser	IMANTS	2016
Toro Aerothatch 83	2017 Toro Aerothatch 83 RED	TORO	2017
VERTI-QUAKE 2516	AERATOR	REDEXIM	2017
BUSHHOG ATTACHMENT	18' Trailer (Bumper Pull)	LOUD	2008
2013 FORD F150	WORK VEHICLE	FORD	2013
2006 BOMAG ROLLER	2006 BOMAG ROLLER	BOMAG	2006
Toro WMHD	2015 Toro Utility Cart HD	TORO	2015
2019 DODGE RAM 1500 G	WORK VEHICLE	DODGE	2019
2019 DODGE RAM 1500 W	WORK VEHICLE	DODGE	2019
TORO SP3040	2014 Toro Sp3040	TORO	2014
18' Trailer (Bumper Pull)	Trailer	WorldWide	2021
Workman WM HD	Utility Vehicle	TORO	2015
BW5AS MFWD TANDEM ROLLER	TANDEM ROLLER	BOMAG	2006
KUBOTA MX4800	TRACTOR	KUBOTA	2016
KUBOTA M4700	TRACTOR	KUBOTA	1999
Tractor - 5065 E	TRACTOR	John Deere	2017
2022 DODGE RAM 1500	WORK VEHICLE	DODGE	2022
Cat 320- Bucket Clean	Cat 320 Bucket	JMA	2022

Trench IT 400 Wheel with Elevator	TRENCHER WHEEL	STEC	2022
Generator GP 8000 E	GENERATOR	Generac	2022
Welder/Generator	GENERATOR	Hobart	2022
Terra Spike GXi6	AERATOR	Widenmann	2022
TORO MP5700-D W/1725	SPRAYER	TORO	2004
Sprayer 300 Gal- MP 5700 D	SPRAYER	TORO	2004
LELY TOW BEHIND PREADER	2019 Lely Broadcast Spreder	LELY	2019
Walk 50LB Spreader	SPREADER	Andersons	2015
Walk 50LB Spreader	SPREADER	Andersons	2016
Walk 50LB Spreader	SPREADER	Andersons	2017
PFS250L SPREADER	SPREADER	MOWER KING	2019
WFR TOW BEHIND SPREADER	TOW BEHIND SPREADER	LELY	2019
Toro Proforce Blower	BLOWER	TORO	2020
BUFFALO BLOWER CKB4	BLOWER	CYCLONE	2015
SPADER MACHINE IMANTS	Soil tillage and seedbed preparation	IMANTS	2017
ROTOTILLER	ROTOTILLER	SUIHE	2019
TXG40 37 IN. TRACTOR ROTOTILLER	TRACTOR ROTOTILLER	MOWER KING	2019
Del Morino TSS2	Power Harrow with Mesh Roller and Leveling Blade	Del Morino	2022
TY-CROP PRO PASS	TOP DRESSER	TY	2003
TopDresser Propass 180	Top Dresser	Ty-Crop	2003
Dakota 440 Turf Tender	TOP DRESSER	Dakota	2022
Dakota 440 Turf Tender	TOP DRESSER	Dakota	2017
KUBOTA M105	TRACTOR	KUBOTA	2015
KUBOTA 70 HP	TRACTOR	KUBOTA	2016
CHAMPION BIG TEX GOOSENECK 25'	Champion Big Tex Trailer	BIG TEX	2017
42' Trailer Gooseneck	Trailer	Load Trail	2021
42' Trailer Gooseneck	Trailer	Load Trail	2021
TRAILER	25' Trailer Gooseneck	CARRYON	2017
2020 Ram 1500 - White	WORK VEHICLE	DODGE	2020
2022 RAM 4500 + Flat Bed	WORK VEHICLE	DODGE	2022
2019 DODGE RAM 3500	WORK VEHICLE	DODGE	2019

Request for Taxpayer Identification Number (TIN) And Certification

1-NAME OF INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service) World Sports Turf & Marketing, LLC			
2-BUSINESS NAME (DBA-doing business as), if different from above. World Sports Turf & Marketing, LLC			
3-CHECK ONE BOX to identify the type of business named above.			
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit 501(c) <input type="checkbox"/> Associations/Estate or Trust <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity(fill out appropriate W-form) <input checked="" type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [X] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/Individual's name on line 1 above, business/DBA name on line 2)			
4-WITHHOLDING (Optional) <input type="checkbox"/> Already subject to backup withholding <input type="checkbox"/> Exempt from backup withholding			
5-PROTECTED STATUS – Florida Statute 119.071(4)(d) Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6-ADDRESS - Street (include apt # or suite number) 5668, Fishhawk Crossing Blvd #204 City Lithia State FL ZIP 33547 E-mail address roberto@worldsportsusa.com			
PART II – TAXPAYER IDENTIFICATION NUMBER (TIN) Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).			
SSN		TIN / EIN	20-280-8574
PART III – CERTIFICATION Under penalties of perjury, I certify that:			
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>		
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding <u>and</u>		
3	I am a U.S. citizen or other U.S. person (see definition below).		
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding			
Sign here >		Date >	05/03/2023
Florida Statute 119.07(5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.			
GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).			
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). 			
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of the income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.			

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

World Sports Turf & Marketing, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Offeror's Signature

05/03/2022

Date

C:\Users\arian\Dropbox\World Sports Turf & Marketing, LLC FL\Operations\Bid & Price List Docs\Hillsborough -24197 (\$8M)\Drug Free Workplace Form (1).docx



2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

Certificate Number

WORLD SPORTS TURF & MARKETING, LLC
WORLD SPORTS TURF
4652 EAGLE FALLS PL
TAMPA, FL 33619-9613

39-8013673587-4

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Exhibit 2: ALACHUA COUNTY SPECIAL TERMS AND CONDITIONS

1. HOURS OF WORK.

- 1.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any Work at any time or access the site of the Work without specific written (by memorandum or email) of the County's representative.
- 1.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 1.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 1.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth Day
 - 4th of July
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Day and one additional day as designated by County Manager

2. WORK AUTHORIZATION.

- 2.1. Any Work required under this Agreement shall be authorized by issuance of formal, written Notice to Proceed (NTP) from Alachua County, based on the Scope of Work (**Exhibit 5**).
- 2.2. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 2.3. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

3. SCHEDULING OF WORK

- 3.1. The County will issue a NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the NTP. Any preliminary work started or material ordered or purchased before receipt of the NTP shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 3.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.

- 3.3. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 3.4. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

4. CONTRACTOR'S RESPONSIBILITIES:

- 4.1. The Contractor shall supervise, perform and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. The Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 4.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

5. DESIGN:

- 5.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 5.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total Project cost, unless properly justified and approved by the County.

6. ALACHUA COUNTY-FURNISHED UTILITIES:

- 6.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 6.2. Water:
 - 6.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
 - 6.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be

coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

6.3. Electricity:

6.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

6.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

7. PROCEDURES:

7.1. Pre-Construction Conference: After execution of the Agreement for the Work between the County and the Contractor, and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

7.2. The Work of this Agreement shall be determined by the Quote and Schematic (**Exhibit 3**). The Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

7.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

7.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.



PROPOSAL

CUSTOMER: ALACHUA COUNTY PARKS AND OPEN SPACE

PROJECT: WEST END DRIVING RANGE RENOVATION

PROPOSAL DATE: JULY 26TH, 2024

PROJECT ADDRESS: 12830 W Newberry Rd, Newberry FL 32669.

DATES: SUMMER 2024

World Sports Turf & Marketing, LLC, is pleased to provide you with the following proposal to perform the work.

A handwritten signature in blue ink, appearing to read "Luis Lauretti".

Luis Lauretti, President

PREMISES

Alachua County Parks has interested in piggy-back World Sports Turf contract with Hillsborough County Parks to renovate the old driving range from West End Golf Course

Item 23 - Year 1: Rough Grading: 1,000 Cubic Yard (s) to 10,000 cubic yards - \$ 74.00/cy

SCOPE OF WORK

World Sports will kill the existing grass and weeds from the driving range applying proper herbicides in 2 applications in a 7- 10 days interval. After the vegetation is killed, WS will rototill and incorporate the material and will finish. The project laser leveling the whole 9 acres area with a maximum slope of 1 % to leave a flat and nice surface and move water to the sides.

- Spray Round up with Fusilade 2 times every 7-10 days to kill existing grass and weeds.
- Rototill existing material at 4-6" deep.
- Remove clipping and excess dead material.
- Laser Level field in accordance with the Grading Plan, by EDA Consultants, dated 7/17/24

PROJECT COST SUMMARY

Description – 392,0040 sq ft to rototill and laser level	1,380 cubic yards \$ 74 / cy
Line item 23 – Rough Grading	
Includes Labor, Service, Mobilization.	
TOTAL	\$ 102,120.00

ASSUMPTIONS

This proposal assumes the property will be reasonably available and safe places for equipment storage will be provided.

ABOUT WORLD SPORTS USA

World Sports was founded in Brazil and currently maintains U.S.A. offices in California and Florida, through subsidiary and sister companies. World Sports specializes in the construction, renovation, replacement, and maintenance of professional and amateur athletic fields and management of facilities.

What makes World Sports uniquely qualified to assist your group is that we are not simply a construction company, but our experience managing multiple soccer facilities and hosting hundreds of tournaments and games means we understand the business side of events. We are also a distributor of equipment and products in both South America and the USA.

We will work with your group in partnership to ensure the fields and/or course are properly designed, developed and positioned to generate strong economic returns for the community. The opportunities to value engineer projects and implement high technology solutions will positively impact every project. The skill set we can bring to your project includes:

- Planning and Design of field, event and spectator spaces that maximize use of the complex and fields. We work closely with architects and engineers to bring our real world experience to the table.
- Construction of natural grass or artificial turf fields with a focus on value engineering using best practices appropriate for the type and location of the project.
- Maintenance, Venue and Event management.
- Advanced technologies, including wireless soil sensors, best of class fertility, robotic mowing and line marking, smart irrigation control, equipment sensors, computer and automated control, including advanced modeling, and grow light system.

Whether your fields host multi-million-dollar athletes or amateur youth athletes, we will treat your project with the attention to detail it deserves. All our services are undertaken with the guiding principle that your athletic fields are not merely playing surfaces, but a fundamental part of an athlete's safety equipment.

PROJECTS

SPORTS COMPLEXES AND TRAINING GROUNDS:

- Orlando City SC – Training Center / World Sports 365 Customer – Completed conversion/renovations of Stadium and Field 4.
- San Bernardino Soccer Complex (Currently) – Field Maintenance and Venue Management
- Galway Downs (Polo Fields and Soccer Fields) Maintenance.
- Clermont Florida National Softball Complex (Legends Way)
- CBF (Brazilian Soccer Federation) Training Center
- County of Hillsborough (FL) – Renovate 160 Sports Fields pursuant to a 4 year agreement.

TOURNAMENTS

- Copa America 2019 – Turf Maintenance
- FIFA Boys U17 World Cup – 2019 – Turf Maintenance
- (Future) FIFA Woman's U20 World Cup – 2022 (Costa Rica / Panama) – Turf Maintenance. Note originally scheduled for 2020, but cancelled/rescheduled due to Covid restrictions.
- FIFA World Cup 2014 (9 of 12 fields / construction, renovation, maintenance)
- RIO Olympic Games – 2016 – Technical Advice

STADIUMS

- Azteca Stadium – Project Management and Technical Advisor. Conversion from hybrid system to natural grass (NFL Chargers v. Chiefs). While Azteca Stadium is our client, we work hand-in-hand with the NFL International Game Team.
- Arena Corinthians – Construction / Maintenance
- Arena Das Dunas (World Cup 2014) - Construction / Maintenance
- Arena Pantanal (World Cup 2014) – Construction
- Allianz Parque - Construction / Maintenance
- Cashman Field – Conversion from baseball to soccer and back to baseball (7 times) – Las Vegas Lights
- Miami FC Tropical Park - Construction
- Santos FC - Construction / Maintenance
- Sao Paulo Stadium (Pacaembu) - Construction / Maintenance

AGRONOMY AND ENGINEERING TEAM

Renato Luis Lauretti, M.Sc.

President, World Sports Turf and Marketing. Mr. Lauretti holds a B.S. degree in Agronomy (1995) and a M.S. degree in Agriculture (1998). Mr. Lauretti's career began in 1996 as the agronomist and manager for the World Sports (Brazil) constructing the Santos FC soccer field in Santos, SP. He worked with World Sports in Brazil until December 2003 as our agronomist and Technical Director, constructing several professional and community club soccer fields as well as other sports fields and was also responsible for several maintenance crews for the professional and club levels fields. In 2005, Mr. Lauretti was instrumental in opening World Sports Turf and Marketing, LLC, in Florida, building the first soccer field for Miami FC in Miami, FL at Tropicana Park.



In 2013 Mr. Lauretti helped World Sports as a consultant during the preparation of 8 fields for the World Cup 2014 in Brazil. At the FIFA World Cup 2014, he was the Head Grounds Keeper of Arena Corinthians, one of the stadiums of the World Cup and where the opening and semi-final games were played.

Fabio Augusto Peres Camara, AE, PA

Director of Field Turf Services, World Sports Solutions International (California/Nevada, USA). Mr. Camara's education is Agronomist Engineer, graduated by the State University of São Paulo - UNESP – (1993) and Postgraduate in Agribusiness (Crops) by the State University of São Paulo – UNESP – (1994/1995). Mr. Camara has been with the World Sports family of companies from 1997 to present. He has been directly involved with constructing, maintaining and consulting on over 200 sports turf field projects in Brazil, Singapore, Florida, Nevada and California for World Sports.



Andre Amaral, AE, M.sC

Director of operations of World Sports Brazil who also oversees our California operation. Mr. Amaral education is Agronomist Engineer by ESALQ/USp and MsC in Irrigation and Drainage by UNESP. He has 25 years of experience in grass cultivation in the Sports Turf industry. In Brazil, he is responsible for maintaining more than 30 major soccer fields, including *Arena Corinthians, Allianz Parque, Estadio do Pacaembu* and Pelé's home stadium *Vila Belmiro*. Worked as Turf Grass Manager during FIFA World Cup 2014, with responsibility



for 4 venues and 12 training centers, Olympics 2016 in Rio and Russia 2018 Qualifiers. At Allianz Parque is in charge of the field operation of the venue (in natural turfgrass) that has more events in a year for the second year in a row. Manages all the “*ready-to-play*” grass conversions at the stadium and the preparation for concerts. Allianz Parque hosted more than 42 concerts in the grass in the last 5 years.

EXECUTIVE AND ADMINISTRATIVE TEAM

Roberto Gomide, BA

Founder and CEO of World Sports. Mr. Gomide led World Sports to become one of the most respected Sports Turf Contractors in Brazil, Roberto has been working for the past 20 years on developing of the Turf industry in Brazil. Mr. Gomide holds a Bachelor of Business Administration from PUC – Pontifícia Universidade Católica de São Paulo and has held several executive positions in South America and in the USA. Founder and VP, ABGE Brazilian Sports Turf Association, and Member of STMA – Sports Turf Managers Association (USA).



TECHNICAL ADVISORS AND EMPLOYEES

In addition to the above personnel, World Sports has relationships with numerous individuals that have experience in the areas of agronomy, synthetic fields and U.S. Youth and Adult Soccer. Our team members include former Director of Events for U.S. Youth Soccer and current Event Operations staff for one of the largest US Youth Soccer State Associations.

REFERENCES

County of Hillsborough – Tampa, Florida – Mr. Chris Sanz, General Manager, Park Services, sanzc@hillsboroughcounty.org. (813) 267-6439. World Sports was awarded a contract as the low bidder to renovate 160 sports fields, approximately 40 per year. The purchase order requires eliminating the previous grass, leveling/grading the fields, removal of irrigation, installing new sod or sprigs, remediating and restoring clay areas.

Lake County Soccer Complex – City of Tavares, Florida. Scott Bruinsma, sgb375@yahoo.com. (352) 978-11-58. World Sports provides fertility and pest control for 10 acres of soccer fields, ensuring best practices for turf management are being followed.

The Elmore Sports Group – Joe Hudson, GM or Dave Elmore, CEO. (310) 546-9662. The Elmore Sports Group owns numerous minor league baseball teams (Sky Soc, San Antonio Missions, Chukars, Inland Empire 66ers, Lynchburg Hillcats, and Eugene Emeralds) and leases the San Bernardino Soccer Complex.

Arena Corinthians – Sao Paulo - Brazil – Mr. Lucio da Silva Blanco, Operations Manager, +55 11 96433-5623 (construction and maintenance of soccer field that hosted 6 World Cup games). “The company was very professional from design of the project throughout the construction and maintenance of the field during the tournament (World Cup 2014) ... their performance has exceeded our expectations.” (Mr. Silva Blanco’s letter of recommendation)

Allianz Parque – Sao Paulo – Brazil – Mr. Eduardo Rigotto, Operational Manager, Eduardo.rigotto@allianzparque.com.br. World Sports built the soccer field, including drainage, irrigation, new sand based top-soil and sod installation and is responsible for field maintenance. “We have been extremely satisfied with their work, professionalism and competence and would recommend their services to any new or future projects.” (Mr. Rigotto’s letter of recommendation)

Santos Futebol Clube – Sao Paulo – Brazil – Mr. Alexandre Librandi, patrimonio@santosfc.com.br. Since 1996, World Sports built the fields and maintain the fields for this professional Brazilian soccer club. “World Sports comes to you with my highest recommendation as the most professional company ... and has been our partner in business for the last 20 years.” (Mr. Librandi’s letter of recommendation)

TERMS & CONDITIONS

1. Upon execution of this Agreement by both parties, World Sports agrees to provide the Services above, subject to any additional "Work Order" for the Amount set forth in this Agreement.
2. Customer agrees to pay an amount for the Services set forth in this Proposal.
3. Customer will prepare the fields/course to be services by marking all obstacles, heads, valve boxes with high visibility flags (and not paint). Unless otherwise specified, spoils will be dumped onsite at a location reasonably close to the work zone.
4. The parties acknowledge that the Services are subject to delays due to inclement weather (rain, storms, etc.) that may impact the start and/or completion date of the Service. Both parties will do their best to reschedule and/or accommodate any delays due to inclement weather.
5. Customer acknowledges that World Sports anticipates delays during the performance of the services resulting from mechanical breakdown, wear of equipment, and other events. Customer will accommodate World Sports and/or its mechanics, as reasonably necessary, in the event of a mechanical breakdown.
6. If the proposal is based on acres or square footage pricing and actual "Acres or Square Feet" exceeds the contracted price, the parties will adjust the total price in accordance with the increased acreage.
7. Customer will pay World Sports within 15 days of receipt of an invoice.
8. Past Due amounts will incur interest at the maximum legal rate, under Florida law.
9. The parties agree to mediate and negotiate in good faith in the event a dispute occurs. If litigation is filed, the prevailing party will be entitled to all attorneys' fees, court costs and expert witness fees.

Exhibit 4: Insurance

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance

EXHIBIT 5: NOTICE TO PROCEED

NTP No.: _____ **Agreement No.:** _____

Invoice/Billing Reference No.: _____

Project Description: _____

County: Alachua County, a Charter County and political subdivision of the State of Florida

Date Issued: _____

County Project Manager:

Contractor: _____

Contractor's Address: _____

Architect/Engineer: _____

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain General Construction Agreement No. _____ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF WORK
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF VALUES
- ☐ _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Contract, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Contract, the Contract shall prevail.

TIME FOR COMPLETION: The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days of this NTP with Final Completion occurring _____ (____) calendar days after Substantial Completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the General Construction Agreement No. _____, dated _____.

The amount paid for this job shall be:
\$ _____.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties hereto agree to this Notice to Proceed and have executed it on this ____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR

ALACHUA COUNTY, FLORIDA

By: _____

By: _____

Alachua County

Date: _____

Date: _____

Title: _____
Print Name and Title

ARCHITECT/ENGINEER/COUNTY (as applicable)

By: _____

Date: _____

Title: _____
Print Name and Title

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain General Construction Agreement No. _____ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid or RFP No. _____; _____, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ _____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ _____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.

(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Personally Known OR Produced Identification _____

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
GEOSURFACES, INC., NO. 14346**

This Addendum Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and GeoSurfaces, Inc., a foreign for profit corporation authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires the services of a qualified Contractor to provide certain sports equipment and surfaces, including World Athletic Certified Hammer Throw, Discus, and Javelin surfaces and equipment at the property owned by Alachua County formerly known as the West End Golf Course; and

WHEREAS, the Contractor is qualified to provide the goods and services desired by the County; and

WHEREAS, the Contractor currently is a contracted vendor with The Interlocal Purchasing System (TIPS-USA), a government purchasing cooperative, and is a party to TIPS Vendor Agreement, RFP#230203 (2302010-23020102) to provide Sports, Activity Equipment, and Related Services, a copy of which is incorporated herein and attached hereto as **Exhibit 1** (the “TIPS Agreement”) following a competitive solicitation process; and

WHEREAS, the County is a participating TIPS Member and elects to piggyback off the TIPS Agreement with the Contractor; and

WHEREAS, pursuant to Section 22.3-302(13) of the Code, the procurement of supplies or services under contract with cooperatives, including cooperatives that the county participates in accordance with Article X, section 22.10-201 (cooperative purchasing authorized), are exempt from competitive procurement process, provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor is willing and agrees to provide products and services to Alachua County, and agrees to extend to the County the same pricing, terms and conditions of the TIPS Agreement; and

WHEREAS, the Parties agree to the prices, terms, and conditions of the TIPS Agreement for the certain goods and services, except as modified herein.

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

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Addendum Agreement.
2. **Term**. This Agreement is effective upon execution of this Agreement by the Parties (“effective date”) and continues through the term of the TIPS Agreement including any renewals, or the completion of all the Work described in Paragraph 3, whichever is earlier.

3. **Scope of Work.** Pursuant to the terms of this Agreement, the Parties agree that at the property owned by Alachua County located at 12830 W. Newberry Road, Alachua County, Florida, formerly known as the West End Golf Course (the “Park”) the Contractor will, as requested by the County, provide to the County with sports, activity equipment, and related services (collectively, the “Work”), more specifically as labor, materials, equipment, and installation of hammer throws equipment, cages and rings and World Athletic certified surfacing for hammer throw, discus, and javelin competitions as described in the Quote/Pricing Schedule, attached hereto and incorporated by reference as **Exhibit 3**.

The Parties agree to be bound by the terms and conditions and pricing of the TIPS Agreement, with respect to the Work at the Park for Alachua County, except as modified in Paragraph 4 of this Addendum Agreement below. In the event of conflict between the provisions in Paragraph 4 below and the terms and conditions of the TIPS Agreement, the provisions of this Addendum Agreement will prevail. Failure to physically attach in **Exhibit 1** the TIPS Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Work will be read in the following order of precedence: (a) this Addendum Agreement, (b) Amendment to this Addendum Agreement, if any, (c) Quote/Pricing Schedule, (b) TIPS Agreement, and (d) any Notice to Proceed issued by Alachua County.

4. **Addendum.** The Parties agree to be bound by the terms and conditions of the TIPS Agreement with respect to the Work by the Contractor for the County at the Park during the term of this Addendum Agreement, except as modified or added below:

A. **Pricing and Invoicing Procedures:**

- 1) The Contractor agrees to extend the same TIPS Pricing to Alachua County for and related to the Work. For the timely completion of the Work requested by the County at the Park, the Contractor in accordance with this Addendum Agreement, the Contractor shall be paid the sum of \$369,685.00 (the “Contract Amount”), allocated as provided in the Quote/Pricing Schedule, attached hereto and incorporated by reference as **Exhibit 3**.
- 2) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due during the preceding 30 calendar days, unless otherwise agreed in writing by the County. Contractor’s invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor’s invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor’s representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due

and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below.

Alachua County Parks and Open Spaces
Attn: Director
210 SE 134th Ave
Micanopy, FL 32667
jmaurer@alachuacounty.us

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

GeoSurfaces, Inc.
Southeast Office
150 River Park Road
Mooresville, NC 28117
(704) 660-3000

The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

- 3) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Work to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 4) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

- B. Work Authorization. The Contractor agrees to comply with Alachua County Special Terms and Conditions, attached hereto as **Exhibit 2** and incorporated herein. The Parties agree that the Contractor will not start the Work to be performed under this Agreement until after the effective date of this Addendum Agreement and a Notice to Proceed, as described in Exhibits 2 and 5 attached hereto, is issued by the County to the Contractor for

the Work. The Parties agree that this process to proceed with the Work is different than the blanket/purchase ordering system method of requesting work/services referenced within the TIPS Agreement. In accordance with the terms of this Addendum Agreement, including its attached exhibits, the Contractor will deliver the Work upon issuance of the Notice to Proceed from Alachua County.

- D. Insurance: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit 4** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**. The Parties acknowledge that the insurance required by Alachua County is different than required by the TIPS Agreement.
- E. Bonds: Alachua County and the Contractor agree as follows:
- 1) At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Work, the Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6** and **Exhibit 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.
 - 2) In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to the Contractor.
- F. Release of Claims: It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Payment Affidavit in the form provided in **Exhibit 8**. The Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials related to the Work in the form provided in **Exhibit 9**, or on a form acceptable to the County.
- G. County Property: Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally (1) of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on or at the Park and any other

Alachua County property, including inside any Alachua County owned or used facility, and (2) if an employee or agent of the Contractor suffers injury or damage to its/his/her person or property while at the Park or on Alachua County's property, whether owned or leased.

- H. Prevailing Wage: If, as determined by County, the Work to be performed by Contractor are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who do the Work. If applicable to the Work, Contractor will certify this understanding, obligation, and commitment to County through a certification and Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour/

\$19.00 per hour without health benefits

If applicable to the Work under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

- I. Indemnification: **THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND WORK SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR'S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND**

ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

J. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- 1) Keep and maintain public records required by the County to perform the Work.
- 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
- 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Work. If Contractor transfers all public records to the County upon completion of the 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 completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a

reasonable time may be subject to penalties imposed under §119.10, Florida Statutes, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, or protected information, as defined by Florida or federal law, related to or in connection with performance of the Work. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

5. **Venue.** Venue for any legal action related to this Addendum Agreement or the Work will be in a court of competent jurisdiction in and for Alachua County, Florida.

6. **Notice.** Any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

GEOSURFACES, INC.

Southeast Office

Attn: Jim Stalford, Track President

150 River Park Road

Mooreville, NC 28117

j.stalford@tencategrass.com

To County:

Alachua County Parks and Open Spaces

Attn: Director

210 SE 134th Ave

Micanopy, FL 32667

jmaurer@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting

dmw@alachuaclerk.org

7. **Termination.**

A. **Termination for Default.** This Addendum may be terminated by the County due to (a) the failure of the Contractor to provide the Work within time specified or as requested by the County, or (b) a default by the Contractor of the failure of the Contractor to carry out any obligation, term, or condition of this Agreement, or (c) the Contractor fails to obey any applicable codes, laws, ordinances or regulations with respect to the Work or violates any of the covenants, agreements, terms or stipulations of this Agreement, or (d) . The County Manager and his/her designee is authorized to provide notice of default on behalf of County. Failure to adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the Contractor specifying the date of termination.

B. **Termination for Convenience.** The County shall have the right to terminate this Addendum with or without cause upon twenty (20) calendar days' written notice to Contractor. In the event of such termination for convenience, the Contractor recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together

with any retainage withheld and reasonable termination expenses incurred but the Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed. If the TIPS Agreement is terminated, the Contractor shall notify the County and this Addendum Agreement will be automatically terminated.

C. If funds to finance the Work become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. The Alachua County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

8. **Amendment and Assignment.** This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement cannot be assigned.

REMAINDER OF PAGE INITNETIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Addendum Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

Iredell County, North Carolina

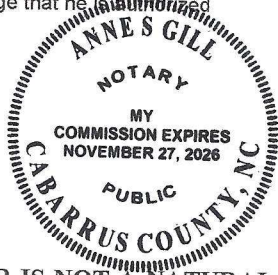
I certify that Lance Rosenberger, SVP of Construction Services, appeared before me the 26th day of July, 2024 to sign and acknowledge that he is authorized to execute contracts on behalf of GeoSurfaces.

Name of principal: Lance Rosenberger

Notary Public: Anne S. Gill

Notary Public printed name: Anne S. Gill

My Commission Expires 11-27-2026



CONTRACTOR

By: Lance Rosenberger

Print: Lance Rosenberger

Title: SVP Construction Services

Date: 7/26/24

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1 – TIPS Agreement

ADDENDUM NO. 1 TO TIPS CONTRACT 230203 Sports, Activity Equipment, and Related Services

The following Contract, and all rights and obligations herein, have been permanently assigned by the originally awarded vendor to the Assignee who is now the legal party to this Contract as documented in the attached, executed Permanent Assignment, signed by authorized signatories for all parties.

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686

Permanent Assignment of TIPS Contract(s)
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: 230203 Sports, Activity Equipment, and Related Services

23020101/02 Synthetic Turf or Natural Sports Fields, Grounds, Courts, and Tracks Goods and Svcs (JOC)

23010401/02 Trades, Labor, and Material (JOC)

Assignor (original TIPS contract holder): Global Synthetic Environmental, LLC dba GeoSurfaces

Assignee (company assigned contract): GeoSurfaces Inc

Effective Date of Assignment(s): 05.10.2023

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is

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up to 4% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 4% of the total price of any sale under the assigned TIPS contract(s).

If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

All Parties understand and agree that all TIPS Administration Fees on sales reported to TIPS prior to the Effective Date of this Agreement must be paid by Assignor before execution of this agreement. All sales reported to TIPS after the Effective Date of this Agreement, whether made by Assignee or Assignor and whether made before or after the Effective Date of this Agreement, shall be assumed and paid by Assignee. (Ex. Assignor makes a TIPS sale on January 1, Effective Date of Assignment is February 1 of the same year, the sale is reported to TIPS March 1 of the same year, Assignee shall be legally responsible for the TIPS Administration Fees due to TIPS for that sale).

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: David Fitts

Signature: David Wayne Fitts

Title: Executive Director

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: 5.10.23

Name of Assignor Company: Global Synthetic Environmental, LLC dba GeoSurfaces

Printed Name of Authorized Signatory: Angela LeBlanc

Signature: Angela LeBlanc

Title: Project Manager

Address: 6326 Highland Road

City, State Baton Rouge, LA

Zip: 70808 Date: 05.10.2023

Name of Assignee Company: GeoSurfaces Inc

Printed Name of Authorized Signatory: Angela LeBlanc

Signature: Angela LeBlanc

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Title: Vice President of Operations

Address: 7080 St. Gabriel Ave., Suite A

City, State St. Gabriel, LA

Zip: 70776 Date: 05.10.2023

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
3. Assignor's response to the TIPS Request for Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Vendor Agreement:

https://www.tips-usa.com/assets/Vendorspdf/230203_CONTRACT_Sports_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23020102_JOC_CONTRACT_Synthetic_Turf_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23020101_CONTRACT_Synthetic_Turf_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23010401_CONTRACT_Trades_Geo_Surfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23010402_CONTRACT_Trades_JOC_GeoSurfaces.pdf

TIPS Request for Competitive Sealed Proposal:

[https://www.tips-usa.com/assets/Commoditypdf/230203_TIPS_Request_for_Proposal_\(RFP\)%20\(2\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230203_TIPS_Request_for_Proposal_(RFP)%20(2).pdf)
https://www.tips-usa.com/assets/Commoditypdf/230201_TIPS_Request_for_Proposal_RFP_Part_I.pdf
[https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20\(RFP\)%20-%20\(Part%201\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20(RFP)%20-%20(Part%201).pdf)
[https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Competitive%20Sealed%20Proposals%20\(RCSP\)%20-%20\(Part%202\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Competitive%20Sealed%20Proposals%20(RCSP)%20-%20(Part%202).pdf)

Assignor's Response to the TIPS Request for Competitive Sealed Proposal:

https://www.tips-usa.com/assets/Vendorspdf/230203_CONTRACT_Sports_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23020102_JOC_CONTRACT_Synthetic_Turf_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23020101_CONTRACT_Synthetic_Turf_GeoSurfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23010401_CONTRACT_Trades_Geo_Surfaces.pdf
https://www.tips-usa.com/assets/Vendorspdf/23010402_CONTRACT_Trades_JOC_GeoSurfaces.pdf

It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. If all of the foregoing confidential/pricing documents or those documents named in Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior

to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

TIPS VENDOR AGREEMENT

TIPS RFP 230203 Sports, Activity Equipment, and Related Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

GeoSurfaces Global Synthetic Environmental LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and, any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipsrpt@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	\$1,000,000 each Occurrence/Aggregate
Automobile Liability:	\$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	\$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230203 Sports, Activity Equipment, and Related Services

Vendor Name: GeoSurfaces Global Synthetics Environmental LLC

Vendor Address: 7080 St. Gabriel Ave. - Suite A

City: St. Gabriel State: LA Zip Code: 70776

Vendor Authorized Signatory Name: Angela LeBlanc

Vendor Authorized Signatory Title: Vice President of Operations

Vendor Authorized Signatory Phone: 877.663.5968

Vendor Authorized Signatory Email: a.leblanc@geosurfaces.com

Vendor Authorized Signature: Angie LeBlanc Digitally signed by Angie LeBlanc
Date: 2023.03.13 11:30:02 -05'00' Date: 3/13/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 4-26-2023



230203 Addendum 1
GeoSurfaces
Global Synthetics Environmental, LLC
Supplier Response

Event Information

Number: 230203 Addendum 1
Title: Sports, Activity Equipment, and Related Services
Type: Request for Proposal
Issue Date: 2/2/2023
Deadline: 3/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200204 SPORTS, ACTIVITY EQUIPMENT AND RELATED SERVICES ("200204"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SPORTS AND ACTIVITY EQUIPMENT OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200204.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200204 WHICH COVERS ALL OF YOUR SPORTS AND ACTIVITY EQUIPMENT OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

GeoSurfaces Information

Address: 6326 Highland Road
Baton Rouge, LA 70808
Phone: (877) 663-5968
Fax: (225) 208-0243
Toll Free: (877) 663-5968
Web Address: www.geosurfaces.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Angela LeBlanc

Signature

Submitted at 3/15/2023 09:10:58 AM (CT)

a.leblanc@geosurfaces.com

Email

Requested Attachments

Pricing Form 1

230203 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230203 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230203 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230203 Vendor Agreement Signature Form-.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230203 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230203 Required Confidentiality Claim Form-.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement - Form CIQ - Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire - Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL*No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

GeoSurfaces Inc W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

ALL ORANGE GeoSurfaces Logo Horizontal.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes**1 Disadvantaged/Minority/Women Business & Federal HUBZone**

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

3	National Coverage Can the Vendor provide its proposed goods and services to all 50 US States? <input style="width: 80px;" type="text" value="Yes"/>
4	States Served If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. <input style="width: 95%;" type="text" value="No response"/>
5	Description of Vendor Entity and Vendor's Goods & Services If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. <div style="border: 1px solid black; padding: 5px;"> GeoSurfaces is a Professional Construction Firm and Manufacturer that specializes in the design, development, construction and installation of high performing sport surfaces. GeoSurfaces specializes in the design, development, construction and installation of high performing sports surfaces. We are one of the few if not only firm in the USA that offers surfacing "turn key". </div>
6	Primary Contact Name Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. <input style="width: 95%;" type="text" value="Angela LeBlanc"/>
7	Primary Contact Title Primary Contact Title <input style="width: 95%;" type="text" value="Vice President of Operations"/>
8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. <input style="width: 95%;" type="text" value="a.leblanc@geosurfaces.com"/>
9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input style="width: 100px;" type="text" value="8776635968"/>
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100px;" type="text" value="2252080243"/>

1 1	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <div style="border: 1px solid black; padding: 2px;">2253160681</div>
1 2	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <div style="border: 1px solid black; padding: 2px;">Rachel Holden</div>
1 3	Secondary Contact Title Secondary Contact Title <div style="border: 1px solid black; padding: 2px;">Project Manager and Assistant Cost Estimator</div>
1 4	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <div style="border: 1px solid black; padding: 2px;">r.holden@geosurfaces.com</div>
1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <div style="border: 1px solid black; padding: 2px;">8776635968</div>
1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <div style="border: 1px solid black; padding: 2px;">2252080243</div>
1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <div style="border: 1px solid black; padding: 2px;">9032801944</div>
1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <div style="border: 1px solid black; padding: 2px;">Sarah Carrier</div>
1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <div style="border: 1px solid black; padding: 2px;">ap@geosurfaces.com</div>

20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <div style="border: 1px solid black; padding: 2px; width: 100%;">8776635968</div>
21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <div style="border: 1px solid black; padding: 2px; width: 100%;">Angela LeBlanc</div>
22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <div style="border: 1px solid black; padding: 2px; width: 100%;">a.leblanc@geosurfaces.com</div>
23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <div style="border: 1px solid black; padding: 2px; width: 100%;">8776635968</div>
24	Company Website Company Website (Format - www.company.com) <div style="border: 1px solid black; padding: 2px; width: 100%;">www.geosurfaces.com</div>
25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <div style="border: 1px solid black; padding: 2px; width: 100%;">GeoSurfaces Global Synthetics Environmental LLC</div>
26	Primary Address Primary Address <div style="border: 1px solid black; padding: 2px; width: 100%;">7080 St. Gabriel Ave</div>
27	Primary Address City Primary Address City <div style="border: 1px solid black; padding: 2px; width: 100%;">St. Gabriel</div>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <div style="border: 1px solid black; padding: 2px; width: 100%;">LA</div>

29	Primary Address Zip
	Primary Address Zip 70776

30	Search Words Identifying Vendor
	<p>Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <p>GeoGreen, GeoFlo+, GeoFlo, GeoBase, SBR Rubber, Silica Sand, GeoGreen PEN, GeoGreen Blend, IronTurf, Allsport XP, Allsport Ultra, Challenger Turf, ProSport Ultra, Allsport Diamond, GeoTrax, GeoScape, DuraLock DPPE, GeoPlay Pad, GeoClips, GeoCool, Keway, GeoLock Glue, GeoLock Seaming Tape, Hitters Mat, Base Anchors, Home Plate, Pitching Rubber, Geotextile Liner, Endzone Assembly, Logo Assembly, LitterKat Groomer, Turf Installation, Laser Grade, Concrete Flatwork, Goal Post Installation, Sand Pits, Track Surfacing, Geo Base Mat, GEO Structural Spray, GEO Sealed Structural Spray, Geo Sandwich, MONDO USA Track, Bull Pens, Batting Cages</p>

31	Certification of Vendor Residency (Required by the State of Texas)
	<p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <p>No</p>

32	Vendor's Principal Place of Business (City)
	<p>In what city is Vendor's principal place of business located?</p> <p>Saint Gabriel</p>

33	Vendor's Principal Place of Business (State)
	<p>In what state is Vendor's principal place of business located?</p> <p>Louisiana</p>

34	Vendor's Years in Business
	<p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <p>22</p>

35	Certification Regarding Entire TIPS Agreement
	<p>Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.</p> <p>Does Vendor agree?</p> <p>Yes</p>

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Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

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Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3 8	<p>Volume and Additional Discounts</p> <p>In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?</p> <p>Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.</p> <p><input type="text" value="Yes"/></p>
3 9	<p>"Catalog Pricing" and Pricing Requirements</p> <p><u>This is a requirement of the TIPS Contract and is non-negotiable.</u></p> <p>In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:</p> <p>"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:</p> <ul style="list-style-type: none"> A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. <p>If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.</p> <p><input type="text" value="YES"/></p>

4 0	<p>EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS</p> <p>Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.</p> <p>If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.</p> <p>Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?</p> <p>Yes <input type="checkbox"/></p>
4 1	<p>TIPS Sales Reporting Requirements</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:</p> <p>(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;</p> <p>(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.</p> <p>No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.</p>

4 2	<p>TIPS Administration Fee Requirement and Acknowledgment</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.</p> <p>By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.</p>
4 3	<p>TIPS Member Access to Vendor Proposal & Documentation</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.</p>
4 4	<p>Non-Collusive Bidding Certificate</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>By submission of this proposal, the Vendor certifies that:</p> <ol style="list-style-type: none"> 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 5	<p>Antitrust Certification Statements (Tex. Government Code § 2155.005)</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;</p> <p>(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;</p> <p>(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p>
4 6	<p>Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.</p> <p>By submission of this proposal, Vendor acknowledges this law and <i>if Vendor enters into a construction contract with a Texas TIPS Member</i> under this procurement, Vendor certifies compliance.</p>
4 7	<p>Required Confidentiality Claim Form</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.</p> <p>If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.</p> <p>Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.</p>

48	<p>Non-Discrimination Statement and Certification</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).</p> <p>Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.</p> <p><input checked="" type="checkbox"/> Yes, I certify (Yes)</p>
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49	<p>Limitation of Vendor Indemnification and Similar Clauses</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, I Agree (Yes)</p>
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50	<p>Alternative Dispute Resolution Limitations</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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5	1	<p>No Waiver of TIPS Immunity</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees (Yes)</p>
5	2	<p>Payment Terms and Funding Out Clause</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees (Yes)</p>
5	3	<p>Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)</p> <p>Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
5	4	<p>Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)</p> <p>If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.</p> <p>When applicable, does Vendor certify?</p> <p><input type="text" value="Yes"/></p>

5 5	<p>Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)</p> <p>Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.</p> <p>Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.</p> <p>When applicable, does Vendor certify?</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yes</div>
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**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5 8	<p>Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)</p> <p>If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.</p> <p>Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.</p> <p>For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.</p> <p>The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).</p> <p>When applicable, does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
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5 9	<p>Felony Conviction Notice - Texas Education Code 44.034</p> <p>Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p> <p>Subsection (c) states, "This section does not apply to a publicly held corporation."</p> <p>Vendor certifies one of the following:</p> <p>A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;</p> <p>B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;</p> <p>C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:</p> <p>If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.</p> <p><input type="text" value="B. My firm is not owned nor operated by felon."/></p>
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60	Felony Conviction Notice - Texas Education Code 44.034 - Continued If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein: 1. Name of Felon(s) 2. The Felon(s) title/role in Vendor's entity, and 3. Details of Felon(s) Conviction(s). <div style="border: 1px solid black; padding: 2px;">No response</div>
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61	Conflict of Interest Questionnaire Requirement Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor: (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of our local governmental entity. (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute. Does Vendor certify that it has NO reportable conflict of interest? <div style="border: 1px solid black; padding: 2px;">Yes</div>
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62	Conflict of Interest Questionnaire Requirement - Form CIQ - Continued If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." Have you uploaded this form if applicable? <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
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63	Upload of Current W-9 Required Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.
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64	Regulatory Good Standing Certification Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations? If Vendor selects "No", Vendor must provide explanation on the following attribute question. <div style="border: 1px solid black; padding: 2px;">Yes</div>
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6 5	<p>Regulatory Good Standing Certification - Explanation - Continued</p> <p>If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.</p> <p><i>No response</i></p>
6 6	<p>Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> <p>Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> <p>1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.</p> <p>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.</p> <p>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> <p>4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.</p> <p>5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</p> <p>6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</p> <p>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.</p> <p>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p> <p>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.</p>

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7**Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

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8**Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

6 9	<p>Certification Regarding "Choice of Law" Terms with TIPS Members</p> <p>Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.</p> <p>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 0	<p>Certification Regarding "Venue" Terms with TIPS Members</p> <p>Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.</p> <p>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 1	<p>Certification Regarding "Automatic Renewal" Terms with TIPS Members</p> <p>Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.</p> <p>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 2	<p>Certification Regarding "Indemnity" Terms with TIPS Members</p> <p>Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.</p> <p>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 3	<p>Certification Regarding "Arbitration" Terms with TIPS Members</p> <p>Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may <i>not</i> require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.</p> <p>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 4	<p>2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION</p> <p>TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.</p> <p>Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. <u>Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.</u></p> <p>If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.</p>
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7 5	<p>2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds</p> <p>This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) <i>Accepting such funds often requires additional required certifications and responsibilities for Vendor.</i> The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.</p> <p>If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?</p> <p><input type="text" value="Yes"/></p>
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7 6	<p>2 CFR Part 200 or Federal Provision - Contracts</p> <p>Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> <p>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 7	<p>2 CFR Part 200 or Federal Provision - Termination</p> <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 8	<p>2 CFR Part 200 or Federal Provision - Clean Air Act</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes"/></p>
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7 9	<p>2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes"/></p>
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8 0	<p>2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued</p> <p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> <p>Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p> <p>Does Vendor certify that it has NOT lobbied as described herein?</p> <p><input type="text" value="Yes"/></p>
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8 1	<p>2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued</p> <p>If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.</p>
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8 2	<p>2 CFR Part 200 or Federal Provision - Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify compliance?</p> <p><input type="text" value="Yes"/></p>
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8 3	<p>2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials</p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with these provisions?</p> <p>Yes <input type="checkbox"/></p>
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8 4	<p>2 CFR Part 200 or Federal Provision - Rights to Inventions</p> <p>If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p> <p>Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.</p> <p>Does vendor certify?</p> <p>Yes <input type="checkbox"/></p>
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8 5	<p>2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions</p> <p>As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.</p> <p>Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,</p> <p>"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>Does Vendor Certify?</p> <p><input type="checkbox"/> Yes</p>
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8 6	2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications	<p>ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p> <p>Does vendor certify?</p> <p><input type="text" value="Yes"/></p>
8 7	2 CFR Part 200 or Federal Provision - Contract Cost & Price	<p>For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
8 8	2 CFR Part 200 or Federal Provision - Equal Employment Opportunity	<p>Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here:</p> <p>Does Vendor Certify?</p> <p><input type="text" value="Yes"/></p>

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2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

☐ Yes

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

☐ Yes

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☐ Yes

9 3	<p>2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy</p> <p>Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
9 4	<p>2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations</p> <p>For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
9 5	<p>2 CFR Part 200 or Federal Provision - Record Retention Requirements</p> <p>For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes"/></p>
9 6	<p>2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</p> <p>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?</p> <p>If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.</p> <p><input type="text" value="No"/></p>

9 7	<p>2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</p> <p>Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.</p> <p>Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p> <p>Does Vendor certify?</p> <p><input type="text" value="No response"/></p>
9 8	<p>ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY</p> <p>By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.</p> <p>Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.</p>

TIPS 230203 Sports, Activity Equipment, and Related Services	GeoSurfaces Global Synthetics Environmental LLC
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111-2222
Ashdown School District	Superintendent Casey Nichols	cnichols@ashdownschools.org	870-898-3208
Bentonville School District	Director of Facilities Paul Wallace	pwallace@bentonvillek12.org	479-254-5085
DeQueen School District	Superintendent Jason Sanders	jsanders@dequeenleopards.org	870-584-4312
Jonesboro Public School	Athletic Director Trey Harding	trey.harding@jonesboroschools.net	870-933-5800
Hamburg School District	CFO John Spradlin	jspradlin@hdsdions.org	870-853-9851

TIPS CONTRACT 230203

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: GeoSurfaces Global Synthetic Environmental LLC

Vendor Authorized Signatory Name: Angela LeBlanc

Vendor Authorized Signatory Title: Vice President of Operations

Vendor Authorized Signatory Email: a.leblanc@geosurfaces.com

Vendor Address: 7080 St. Gabriel Ave. - Suite A

City: St. Gabriel State: LA Zip Code: 70776

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Angie LeBlanc Digitally signed by Angie LeBlanc
Date: 2023.07.19 11:25:27 -0500

TIPS 230203 Addendum Number 1

If you have already completed your attributes or pricing forms, or have already submitted, there is no need to modify or resubmit in response to this addendum unless you made a mistake or that is your preference.

This addendum is only to modify Attribute 36 slightly as follows:

"Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)"

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. **The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount.** You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. **The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount.** If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?"

TIPS SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

TIPS RFP 230203 Sports, Activity Equipment, and Related Services

I. NOTICE TO PROPOSERS.

Contact Information:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:

TIPS RFP 230203 Sports, Activity Equipment, and Related Services

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:

All proposals shall be received electronically, or otherwise sealed, by: March 17, 2023 AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation.

TIPS Administration Fee:

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:

Depending on different entities' and jurisdictions' laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:

Substantive questions will be received until March 3, 2023 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "230203 Sports – Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before February 16, 2023 by emailing bids@tips-usa.com with the subject line "230203 Sports – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:

These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	FEBRUARY 2, 2023	8:00 A.M. Local Time
Proposal Deadline	MARCH 17, 2023	3:00 P.M. Local Time
Proposal Opening	MARCH 17, 2023	3:00 P.M. Local Time
Proposal Review Begins	MARCH 17, 2023	3:01 P.M. Local Time
Proposals Award	APRIL 27, 2023	8:30 A.M. Local Time
Award Notifications	APRIL 27, 2023	12:00 P.M. Local Time

Estimated Contract Value:

The estimated value for the life of the contract for all awarded vendors combined is \$5,051,862.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System ("TIPS") is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act¹, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members' law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS,

¹ See Texas Government Code, Chapter 791.

allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPS Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", "@tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.

Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form - LLL.

Current Form W-9

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a/s listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Sports, Activity Equipment, and Related Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non- "public work" services only.

Specifications.

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply sports equipment, activity equipment, and related services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to:

- **Athletic & Physical Education Equipment:** including but not limited to basketballs, nets, poles, volleyballs, nets, poles, baseballs and softballs, bats, bases, gloves, helmets, pads, soccer balls, tennis rackets, tennis balls, all track and field accessories, portable courts and goals, all sports related equipment and supplies, swimming equipment, etc.
- **Gym, Weightlifting, and Exercise Equipment:** Commercial-grade treadmills, commercial-grade exercise bicycles, commercial-grade elliptical/cross trainers, commercial-grade stair climbers, commercial-grade strength and training equipment, commercial-grade free weights, and any other commercial-grade equipment or accessory.
- **Athletic & Exercise Accessories:** replacement parts, storage and travel containers and bags, athletic and competition activity awards and apparel, maintenance services and goods for athletic and exercise equipment, and any other athletic or sports equipment or accessory.

Proposals should include all listings of sports equipment, activity equipment, and related services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered sports equipment, activity equipment, and related services. Accessories and parts to support sports and activity goods should be submitted. Servicing of sports and athletic goods or any service related to such equipment that vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.

Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**

This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

"Catalog Pricing" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items "Catalog Pricing" to TIPS:

1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.
4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny

ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"Catalog Pricing" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- D. is regularly maintained by the manufacturer or Vendor of an item; and
- E. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.
2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those

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documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as “catalog pricing” (or “cost” in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.
2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.
4. **Vendor’s Self-Imposed Pricing Limitations.** Within Vendor’s TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)
5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS “catalog pricing” for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price: (22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s “TIPS Pricing.” Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor’s Offerings: (3) Points.** Points will be assigned based on Vendor’s references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor’s reputation.

3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references; to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.
8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.
9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tips@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order; or, (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.
13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.
14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

Exhibit 2: ALACHUA COUNTY SPECIAL TERMS AND CONDITIONS

1. HOURS OF WORK.

- 1.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any Work at any time or access the site of the Work without specific written (by memorandum or email) of the County's representative.
- 1.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 1.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 1.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth Day
 - 4th of July
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Day and one additional day as designated by County Manager

2. WORK AUTHORIZATION.

- 2.1. Any Work required under this Agreement shall be authorized by issuance of formal, written Notice to Proceed (NTP) from Alachua County, based on the Scope of Work (**Exhibit 5**).
- 2.2. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 2.3. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

3. SCHEDULING OF WORK

- 3.1. The County will issue a NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the NTP. Any preliminary work started or material ordered or purchased before receipt of the NTP shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 3.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.

- 3.3. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 3.4. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

4. CONTRACTOR'S RESPONSIBILITIES:

- 4.1. The Contractor shall supervise, perform and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. The Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 4.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

5. DESIGN:

- 5.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 5.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total Project cost, unless properly justified and approved by the County.

6. ALACHUA COUNTY-FURNISHED UTILITIES:

- 6.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 6.2. Water:
 - 6.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
 - 6.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be

coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

6.3. Electricity:

6.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

6.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

7. PROCEDURES:

7.1. Pre-Construction Conference: After execution of the Agreement for the Work between the County and the Contractor, and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

7.2. The Work of this Agreement shall be determined by the Quote and Schematic (**Exhibit 3**). The Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

7.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

7.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

Exhibit 3: Quote/Pricing Schedule



July 18, 2024

Alachua County
Jason Maurer
Park and open Space director
Micanopy, FL 32667

Re: Field event area.

The current project is on a tight time frame. Supply and install of all the throws equipment (cages and rings), World Athletic certified surfacing and install can be purchased through the Tips COOP to keep everything on time for the December inspection. All prices are based on COOP pricing through Tips contract # 230203 (23020101, 23020102). Alachua County is a member of Tips. Member # FL8652553. Substantial completion by December 1st 2024.

Item 2: Throws area

\$369,685.00

- Supply and install certified hammer cage and discuss cages
- Supply concrete and ring in both
- Install surfacing on the Javelin runway (asphalt base by others) Runway to be 4meters By 30 Meters
- Striping of certified surfacing for Javelin

Note:

Asphalt base for Javelin to be 6" wider on each side of the surfacing. Asphalt to be minimum 15' wide

Must have access to site 7 days a week

Price is based on installation in the 4th quarter of 2024

Lead times can vary from 12 to 15 weeks

All material to be produced and shipped at the same time.

Exclusions on all the above:

- Licenses and fees
- Prevailing or union wage rates
- Custom colors or logos
- Any moisture remediation
- Leveling or fixing sub-base installed by others
- Concrete and asphalt work unless listed above

Wanted to get some updated timelines for the track and equipment needed for the World Masters. Since the walk through is December 1st we need to have substantial completion by Friday November 22. Below are crucial milestone dates to ensure we meet the completion date. Keep in mind we are still dealing with long lead times on construction materials and scheduling installations crews. I'll have updated numbers to you this week.

Since this is a World Athletics event, we need to be sure we meet all criteria and certifications on the athletic systems and installation.

The timeline for each section all dates is 2024. If we miss one of these dates it may push the substantial completion deadline. Items in **Red** are to be performed by others.

- July 15th: Contract or LOI for warmup area and equipment for throws. (new proposal will arrive this week)
- July 22nd: Submittal and approval of final layout color and systems.
- July 25th: Order surfacing and equipment. Current lead times 10 to 12 weeks on equipment 12 to 14 weeks on surfacing.
- **August 1st: Start grading and of warm up area, throws and cross-country course. By others.**
- **September 25: Completion of asphalt in warm up area. Asphalt must be cured, a minimum of 30 days prior to installation.**
- November 4th: Arrival of equipment and surfacing.
- November 5th Start installation of equipment and surfacing.
- November 15 Striping for warmup lanes and Javelin runway

www.geosurfaces.com



Pricing breakdown per Tips Contract.

Product Name	Description	Units description - (each, dozen, hour, day, etc)	MSRP or Catalog Pricing	% Discount	TIPS Price	Quantity	amount \$
Discus/Hammer Pad with Ring	Material Only	Each	\$2,930.00	10.00%	\$2,637.00	2	\$5,274.00
Discus/Hammer Safety Cage with Sleeves	Material Only	Each	\$73,460.00	10.00%	\$66,114.00	2	\$132,228.00
Installation-Discus/Hammer Pad with Ring	Labor Only	Each	\$17,000.00	10.00%	\$15,300.00	2	\$30,600.00
Installation-Concrete Flatwork	Masonry Work	Per Square Foot	\$6/SF	5.00%	Not-to-Exceed \$5.70/SF	3360	\$19,152.00
Concrete Flatwork	4" 3500 PSI Concrete Brush Finish	Square Foot	\$16.00	5.00%	\$15.20	1500	\$22,800.00
Super X 720 13.5mm	Material Only	Per SF	\$9.35	10.00%	\$8.42	1620	\$13,632.30
PU 100	Material Only	Per 2 Gallon Bucket	\$192.00	10.00%	172.80	10	\$1,728.00
Transport	Service only	Per SY	9	0.1	\$8.10	555	\$4,495.50
Leveling subbase	Labor Only	Per SY	15	0.1	\$13.50	555	\$7,492.50
Install Track VUL	Labor Only	Per SY	\$28.00	10.00%	\$25.20	555	\$13,986.00
Dumpster	Service Only	Per Container	\$1,500.00	10.00%	\$1,350.00	1	\$1,350.00
Survey	Labor Only	Per Survey	\$5,000.00	10.00%	\$4,500.00	3	\$13,500.00
Service Technician	Labor Only	Per Tech Per Day	\$650.00	10.00%	\$585.00	6	\$3,510.00
Striping per court	Labor & Material	Per Court	\$1,500.00	5.00%	\$1,425.00	3	\$4,275.00
Certification World Athletics	Service Only	Per Track	\$69,500.00	5.00%	\$66,025.00	1	\$66,025.00
Site Inspection	Service Only	Per Trip	\$5,000.00	5.00%	\$4,750.00	1	\$4,750.00
Design of Athletic Spaces	Service Only	Each	\$68,000.00	5.00%	\$64,600.00	1	\$64,600.00
Mobilization	Open Market	Each	\$7,500.00		\$7,500.00	2	\$15,000.00
Rental equipment	Open Market	Each	\$2,500.00		\$2,500.00	3	\$7,500.00
Freight	Open Market	each	\$3,500.00		\$3,500.00	2	\$7,000.00
Tips 2% service	Service only	per project	2%				\$9,217.00
Bonding	Service	per project	1.5%				\$5,545.00
Total Amount							\$453,660.30
Additional Discount							\$83,975.30
Contract total							\$369,685.00

Payment terms

25% deposit

Progression payments once materials arrive onsite.

Regards

Acceptance

Jim Stalford
Track President

_____ Date _____

www.geosurfaces.com

Exhibit 4: Insurance

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance

EXHIBIT 5: NOTICE TO PROCEED

NTP No.: _____ **Agreement No.:** _____

Invoice/Billing Reference No.: _____

Project Description: _____

County: Alachua County, a Charter County and political subdivision of the State of Florida

Date Issued: _____

County Project Manager:

Contractor: _____

Contractor's Address: _____

Architect/Engineer: _____

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain General Construction Agreement No. _____ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF WORK
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF VALUES
- ☐ _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Contract, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Contract, the Contract shall prevail.

TIME FOR COMPLETION: The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days of this NTP with Final Completion occurring _____ (____) calendar days after Substantial Completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the General Construction Agreement No. _____, dated _____.

The amount paid for this job shall be:
\$ _____.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties hereto agree to this Notice to Proceed and have executed it on this ____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR

ALACHUA COUNTY, FLORIDA

By: _____

By: _____

Alachua County

Date: _____

Date: _____

Title: _____
Print Name and Title

ARCHITECT/ENGINEER/COUNTY (as applicable)

By: _____

Date: _____

Title: _____
Print Name and Title

EXHIBIT 6: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO NO. , RFP, OR BID NO. :

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 7: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO NO. , RFP, OR BID NO. :

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Agreement in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

Witnesses as to Contractor

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE:

EXHIBIT 8: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain General Construction Agreement No. _____ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid or RFP No. _____; _____, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ _____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ _____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.

(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Personally Known OR Produced Identification _____

EXHIBIT 9: FINAL PAYMENT BOND WAIVER FORM

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: _____

PROJECT: General Construction Agreement No. _____ (“Agreement”) for labor, materials, and services for Bid or RFP No. _____ Alachua County _____

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant: _____

By: _____

(Name)

Title: _____

(Print Title)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____



Agenda Item Summary

File #: 24-00591

Agenda Date: 8/6/2024

Agenda Item Name:

Enforcement of School Zone Speed Limits

Presenter:

Alison Moss, Transportation Planning Manager; Lieutenant Billy Beck, Alachua County Sheriff's Office

Description:

Per Board Direction, Staff have drafted an Ordinance related to Enforcement of School Zone Speed Limits, permitting enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system, as provided for by Chapter 2023-174, Laws of Florida. Staff have also been coordinating with the Alachua County Sheriff's Office (ACSO) and the Clerk of the Court (Clerk), and, through these discussions, have concluded that an expansive Ordinance with a limited/phased roll-out represents the most prudent approach. Staff have scheduled this meeting to give the Board, ACSO and Clerk the opportunity to discuss any concerns and questions related to a School Zone Speed Enforcement program.

Recommended Action:

- 1) Proceed with advertising the Ordinance related to Enforcement of School Zone Speed Limits.
- 2) Direct Staff to draft an Interlocal Agreement between the County and the Alachua County Sheriff's Office regarding program responsibilities and revenue-sharing.

Prior Board Motions:

On May 28, 2024, the Board directed Staff to advertise an ordinance to enact the use of Speed Detection Systems in Alachua County School Zones. The Board further directed that the Ordinance should allow for enforcement of *applicable* speed limits in school zones during the (*entirety of*) school sessions by Speed Detection Systems.

Fiscal Note:

Per Florida Statute, the program specifies receipts will be electronically transferred to the Department of Revenue weekly

- \$20 to DOR General Revenue Fund
 - \$3 to DOR Department of Law Enforcement Criminal Justice Standards and Training Trust Fund
 - \$12 to the School Board
 - \$60 County Program which will cover vendor, Sheriff administration, and public safety initiatives.
 - \$5 School Crossing Guard Recruitment and Retention Program
-
- The proposed model for a speed detection program would involve contracting a qualified vendor through Alachua County Sheriff's Office and be reimbursed through revenues collected per the Florida Statutes. It is the intent that Sheriff's related costs be offset by these revenues.

Strategic Guide:

Public Safety, Infrastructure

Background:

At two previous meetings of the Metropolitan Transportation Planning Organization (MTPO) for the Gainesville Urbanized Area, Alachua County Board of County Commissioners asked (MTPO) Staff for information regarding the use of speed detection systems to enforce speed limits in school zones, as permitted by Chapter 2023-174, Laws of Florida. On May 28, 2024, County Staff presented information to the Board regarding Chapter 2023-174, including the requirement to enact an ordinance to authorize installation of speed detection systems, and requested Board direction on advertising an ordinance and the times to be enforced. The Board directed staff to advertise an ordinance, which permitted the use of Speed Detection Systems to enforce *applicable* speed limits in school zones during the (*entirety of*) school sessions.

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ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 24-

AN ORDINANCE ADOPTING CHAPTER 113 OF THE ALACHUA COUNTY CODE RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS; AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the 2023 state legislative session, the Florida Legislature passed House Bill ("HB") 657, which provides that a county may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified as Chapter 2023-174, Laws of Florida (hereafter referred to as "the Laws of Florida"); and

WHEREAS, a speed detection system is defined at section 316.003, Florida Statutes, as a "portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation"; and

WHEREAS, the Laws of Florida authorize counties to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation"; and

WHEREAS, the Laws of Florida further authorize counties to place or install, or contract with a vendor to place or install, "a speed detection system within a roadway maintained as a school zone as provided in section 316.1895 to enforce unlawful speed violations"; and

WHEREAS, the Laws of Florida provide that such a speed detection system must be installed in accordance with placement and installation specifications established by the Florida Department of Transportation; and

1 WHEREAS, the Laws of Florida direct counties to post signage "indicating
2 photographic or video enforcement of the school zone speed limits," which "shall clearly
3 designate the time period during which the school zone speed limits are enforced using a
4 speed detection system and must meet the placement and installation specifications
5 established by the Florida Department of Transportation"; and
6

7 WHEREAS, the Laws of Florida further direct counties that begin a school zone
8 speed detection system program to "make a public announcement and conduct a public
9 awareness campaign of the proposed use of speed detection systems at least 30 days
10 before commencing enforcement under the speed detection system program"; and
11

12 WHEREAS, a county that operates school zone speed detection systems must
13 annually report the results of all systems within the county's jurisdiction by placing the
14 required report on an agenda of a regular or special meeting of the county's governing
15 body; and
16

17 WHEREAS, the Laws of Florida provide that a county may authorize a traffic
18 infraction enforcement officer under section 316.640, Florida Statutes, to issue uniform
19 traffic citations for violations of sections 316.1895 and 316.183 as authorized by section
20 316.008(9), and further regulates how such notices of violation shall be sent and what
21 information such notices must include; and
22

23 WHEREAS, the Laws of Florida further provide for penalties to be assessed and
24 remitted to various entitles, as well as for a process whereby individuals who receive
25 notices of violation may request a hearing; and
26

27 WHEREAS, the Laws of Florida prescribe that a county electing to authorize
28 traffic infraction enforcement officers to issue uniform traffic citations "must designate
29 by resolution existing staff to serve as the clerk to the local hearing officer"; and
30

31 WHEREAS, the Laws of Florida provide that a county implementing speed
32 detection systems "must enact an ordinance in order to authorize the placement or
33 installation of a speed detection system on a roadway maintained as a school zone" and
34 that, "as part of the public hearing on such proposed ordinance," the county "must
35 consider traffic data or other evidence supporting the installation and operation of each
36 proposed school zone speed detection system," and "must determine that the school zone
37 where a speed detection system is to be placed or installed constitutes a heightened safety
38 risk that warrants additional enforcement measures"; and
39

40 WHEREAS, this Board finds that speed violations in school zones present a real
41 hazard not only to the general public's health and safety, but also specifically to children
42 who are arriving at or departing from school; and
43

1 WHEREAS, speed violations in school zones in the unincorporated area of the
2 County are rampant, with the Alachua County Sheriff's Office issuing 230 citations for
3 speeding in a school zone in the last year alone; and
4

5 WHEREAS, enforcement of speed limits in school zones with law enforcement
6 officers alone can be difficult, as in the time a law enforcement officer has stopped and
7 cited a speeding driver, other motorists can commit speeding violations and escape
8 citation; and
9

10 WHEREAS, in accordance with and pursuant to the Laws of Florida, the County
11 has considered traffic data or other evidence supporting the installation and operation of
12 each proposed school zone speed detection system, and has determined that each school
13 zone where a speed detection system is to be placed or installed constitutes a heightened
14 safety risk that warrants additional enforcement measures; and
15

16 WHEREAS, given that speeding in school zones creates an unacceptable hazard
17 for students, and that enforcement of applicable speed limits in school zones during
18 school sessions through the use of a speed detection system may reduce instances of
19 speeding in school zones and enhance the welfare and safety of students across Alachua
20 County, this Board wishes to implement a school zone speed detection system program to
21 enforce applicable speed limits in school zones during school sessions through the use of
22 a speed detection system,
23

24 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
25 ALACHUA COUNTY, FLORIDA:
26

27 **Section 1.** Legislative Finding of Fact. The Board of County Commissioners of Alachua
28 County, Florida finds and declares that all the statements set forth in the preamble of this
29 ordinance are true and correct.
30

31 **Section 2.** Alachua County Code. Chapter 113 of the Alachua County Code of
32 Ordinances is adopted as contained in Exhibit 'A'.
33

34 **Section 3.** Modifications. It is the intent of the Board of County Commissioners that the
35 provisions of this ordinance may be modified as a result of considerations that may arise during
36 public hearings. Such modifications shall be incorporated into the final version of the ordinance
37 adopted by the Board and filed by the Clerk to the Board.
38

39 **Section 4.** Repealing Clause. All ordinances or parts of ordinances in conflict herewith
40 are, to the extent of such conflict, hereby repealed.
41

42 **Section 6.** Inclusion in the Code, Scrivener's Error. It is the intention of the Board of
43 County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions

1 of this ordinance shall become and be made a part of the Code of Laws and Ordinances of
2 Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to
3 accomplish such intention; and that the word "ordinance" may be changed to "section," "article,"
4 or other appropriate designation. The correction of typographical errors which do not affect the
5 intent of the ordinance may be authorized by the County Manager or designee without public
6 hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.
7

8 **Section 7. Severability.** If any section, phrase, sentence or portion of this ordinance is
9 for any reason held invalid or unconstitutional by any court of competent jurisdiction, such
10 portion shall be deemed a separate, distinct and independent provision, and such holding shall
11 not affect the validity of the remaining portions thereof.
12

13 **Section 8. Effective Date.** A certified copy of this ordinance shall be filed with the
14 Department of State by the Clerk of the Board of County Commissioners within ten (10) days
15 after enactment by the Board of County Commissioners, and this ordinance shall take effect
16 upon filing with the Department of State.
17

18 *****SIGNATURES ON NEXT PAGE*****
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DULY ADOPTED in regular session, this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Chair

J. K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

County Attorney

--- REMAINDER OF PAGE IS BLANK ---

Exhibit 'A'

CHAPTER 113. ALACHUA COUNTY SCHOOL ZONE SPEED ENFORCEMENT USING A DETECTION SYSTEM

Sec. 113.01. Legislative findings.

The Board of County Commissioners of the Alachua County finds, determines, and declares that:

- (a) During the 2023 state legislative session, the Florida Legislature passed House Bill ("HB") 657, which provides that a county may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and
- (b) On May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified as Chapter 2023-174, Laws of Florida (hereafter referred to as "the Laws of Florida"); and
- (c) A speed detection system is defined at section 316.003, Florida Statutes, as a "portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation"; and
- (d) The Laws of Florida authorize counties to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation"; and
- (e) The Laws of Florida further authorize counties to place or install, or contract with a vendor to place or install, "a speed detection system within a roadway maintained as a school zone as provided in section 316.1895 to enforce unlawful speed violations"; and
- (f) The Laws of Florida provide that such a speed detection system must be installed in accordance with placement and installation specifications established by the Florida Department of Transportation; and
- (g) The Laws of Florida direct counties to post signage "indicating photographic or video enforcement of the school zone speed limits," which "shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Florida Department of Transportation"; and

- (h) The Laws of Florida further direct counties that begin a school zone speed detection system program to "make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program"; and
- (i) A county that operates school zone speed detection systems must annually report the results of all systems within the county's jurisdiction by placing the required report on an agenda of a regular or special meeting of the county's governing body; and
- (j) The Laws of Florida provide that a county may authorize a traffic infraction enforcement officer under section 316.640, Florida Statutes, to issue uniform traffic citations for violations of sections 316.1895 and 316.183 as authorized by section 316.008(9), and further regulates how such notices of violation shall be sent and what information such notices must include; and
- (k) The Laws of Florida further provide for penalties to be assessed and remitted to various entities, as well as for a process whereby individuals who receive notices of violation may request a hearing; and
- (l) The Laws of Florida prescribe that a county electing to authorize traffic infraction enforcement officers to issue uniform traffic citations "must designate by resolution existing staff to serve as the clerk to the local hearing officer"; and
- (m) The Laws of Florida provide that a county implementing speed detection systems "must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone" and that, "as part of the public hearing on such proposed ordinance," the county "must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system," and "must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures"; and
- (n) This Board finds that speed violations in school zones present a real hazard not only to the general public's health and safety, but also specifically to children who are arriving at or departing from school; and
- (o) Speed violations in school zones in the unincorporated area of the County are rampant, with the Alachua County Sheriff's Office issuing 230 citations for speeding in a school zone in the last year alone; and

- (p) Enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape citation; and
- (q) In accordance with and pursuant to the Laws of Florida, the County has considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and
- (r) Given that speeding in school zones creates an unacceptable hazard for students, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones and enhance the welfare and safety of students across Alachua County, this Board wishes to implement a school zone speed detection system program to enforce applicable speed limits in school zones during school sessions through the use of a speed detection system,

Sec. 113.02. Short title, authority and applicability.

- (a) This chapter shall be known and may be cited as the "Alachua County School Zone Speed Enforcement."
- (b) The Board of County Commissioners of Alachua County has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 2023-174, and Section 316.1896, Florida Statutes and its referenced statutes.
- (c) This chapter shall apply to all Alachua County school zones identified in Sec. 113.05.

Sec. 113.03. Intent and purpose.

The purpose of this ordinance is to authorize and implement the use of speed detection systems to enforce applicable speed limits on roadways properly maintained as school zones, as authorized by and in accordance with Chapter 2023-174, Laws of Florida, as such may be amended from time to time, in order to promote traffic safety and student welfare.

Sec. 113.04. Use of Speed Detection Systems.

In accordance with the Laws of Florida, Alachua County exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits for those school zones identified in Sec. 113.05. The County Manager or County Manager's designee is hereby authorized to implement speed detection systems within the school zones identified in Sec. 113.05., consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, as specified in Chapter 316, on roadways maintained as school zones.

Sec. 113.05. Determination of Heightened Safety Risk.

Having considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, Alachua County determines that the following school zones where a speed detection system is to be placed or installed constitute a heightened safety risk that warrants additional enforcement measures:

- 1) Archer Community Center at FL - 45
- 2) Archer Elementary School at SW 170th St.
- 3) Ft. Clarke Middle School at NW 23rd Ave.
- 4) Hawthorne High School at SE 69th Ave.
- 5) Hidden Oak Elementary School at Ft. Clarke Blvd.
- 6) Hidden Oak Elementary School at NW 23rd Ave.
- 7) Idylwild Elementary School at SW Williston Rd.
- 8) Kanapaha Middle School at SW 75th St.
- 9) Kimball Wiles Elementary School at SW 75th St
- 10) Lake Forest Elementary at SE 43rd St.
- 11) Lawton M. Chiles Elementary School at School House Rd.
- 12) Lawton M. Chiles Elementary School at SW 24th Ave
- 13) Meadowbrook Elementary School at NW 39th Ave.
- 14) Newberry Elementary School at SW 15th Ave.
- 15) Newberry High School at W Newberry Rd.
- 16) Oakview Middle School (Zone 1) at SW 250th St.
- 17) Shell Elementary School at SE Hawthorne Rd.
- 18) Shell Elementary School at US-301

Sec. 113.06. Traffic infraction enforcement officers.

Pursuant to section 316.1896, Florida Statutes, a traffic infraction enforcement officer under section 316.640, Florida Statutes, is authorized to issue uniform traffic citations for violations of sections 316.1895 and 316.183 as authorized by 316.008(9).

Sec. 113.07. Notices, Penalties, and Appeals.

The County Manager or County Manager's designee shall provide notices of violation, assess penalties, remit applicable portions of assessed penalties, and provide for appeals consistent with the requirements of Chapter 2023-174, Laws of Florida, as such may be amended from time to time.

Sec. 113.08. Signage and Public Awareness Campaign.

The County Manager or County Manager's designee shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems

consistent with the requirements of Chapter 2023-174, Laws of Florida, as such may be amended from time to time.

Sec. 113.09. Reporting.

The County Manager or County Manager's designee shall comply with the reporting requirements of Chapter 2023-174, Laws of Florida, as such may be amended from time to time.

Sec. 113.10. Payment of fee.

Penalties to be assessed and collected by the county as established in s. 318.18(3)(d) must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars must be retained by the county and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

Sec. 113.11. Use of funds.

Funds shall be expended consistent with the Laws of Florida.

Sec. 113.12. Review of Section 113.05.

Sec. 113.05. shall be updated by the County no later than every two years from the date of last adoption. The update shall coincide with the annual reporting required by the Laws of Florida. The review shall include a recommendation regarding the need to update the list based on current traffic data, demonstrating a heightened safety risk, for roadways properly maintained as school zones, as authorized by and in accordance with the Laws of Florida.



POLICY MEETING:

Enforcement of School Zone Speed Limits

Alison Moss, AICP
Lieutenant Billy Beck

Presentation Overview

1. Proposed Roll-out: Phased Approach
2. County to Advertise Ordinance
3. ACSO to Lead Procurement
4. Target Start Date: January 2025
5. 6-Month Check-in
6. Board Action



Proposed Roll-out: Phased Approach

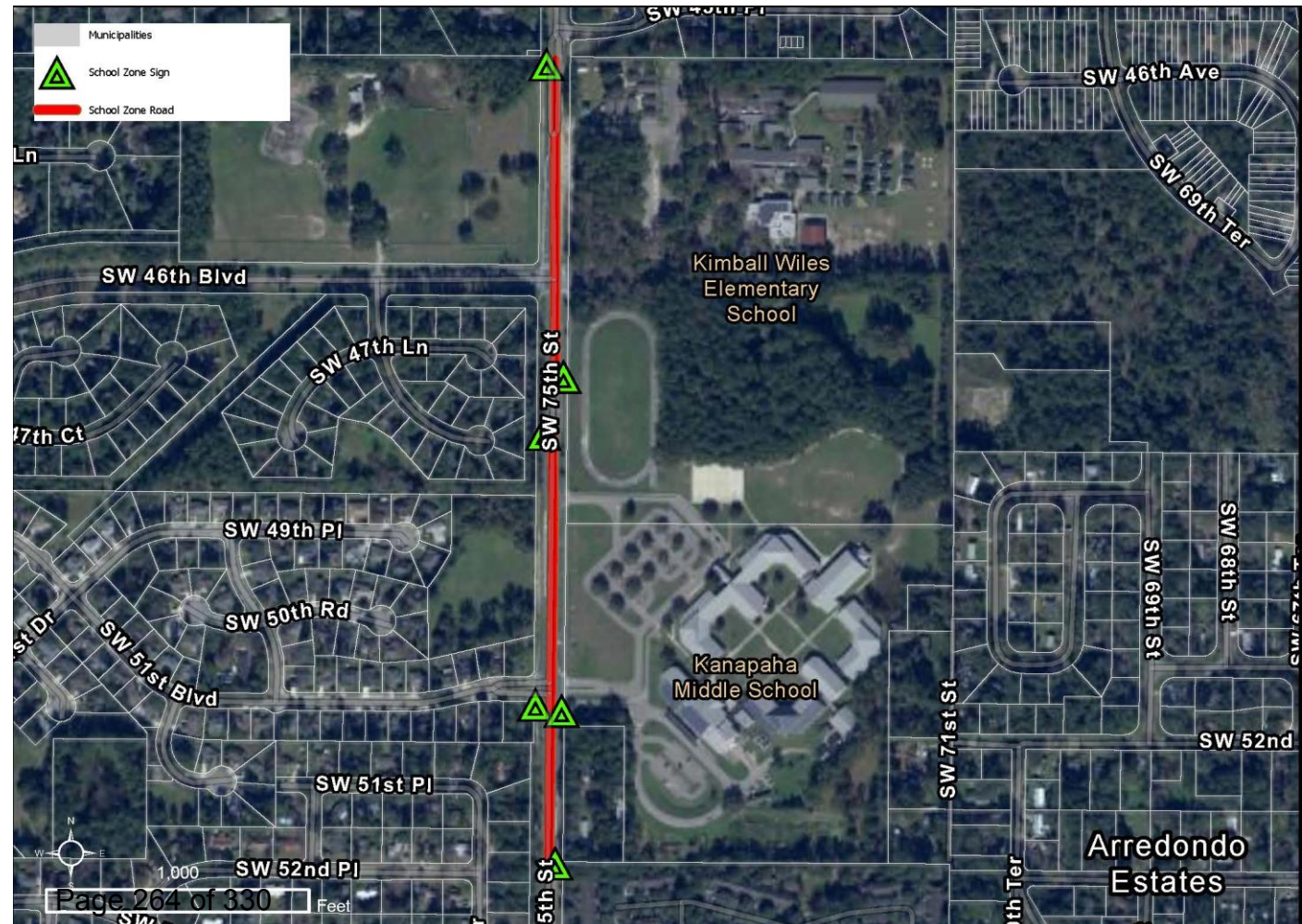
1. 2-4 school zones to start
2. Select based on safety, traffic, and demographic (including equity overlay) data
3. Allow agencies (ACSO and Clerk) to start small and assess staffing and budgetary needs associated with the program; scale up as able



REFRESHER: Study – Locations of Heightened Risk

School Zones Under Heightened Risk

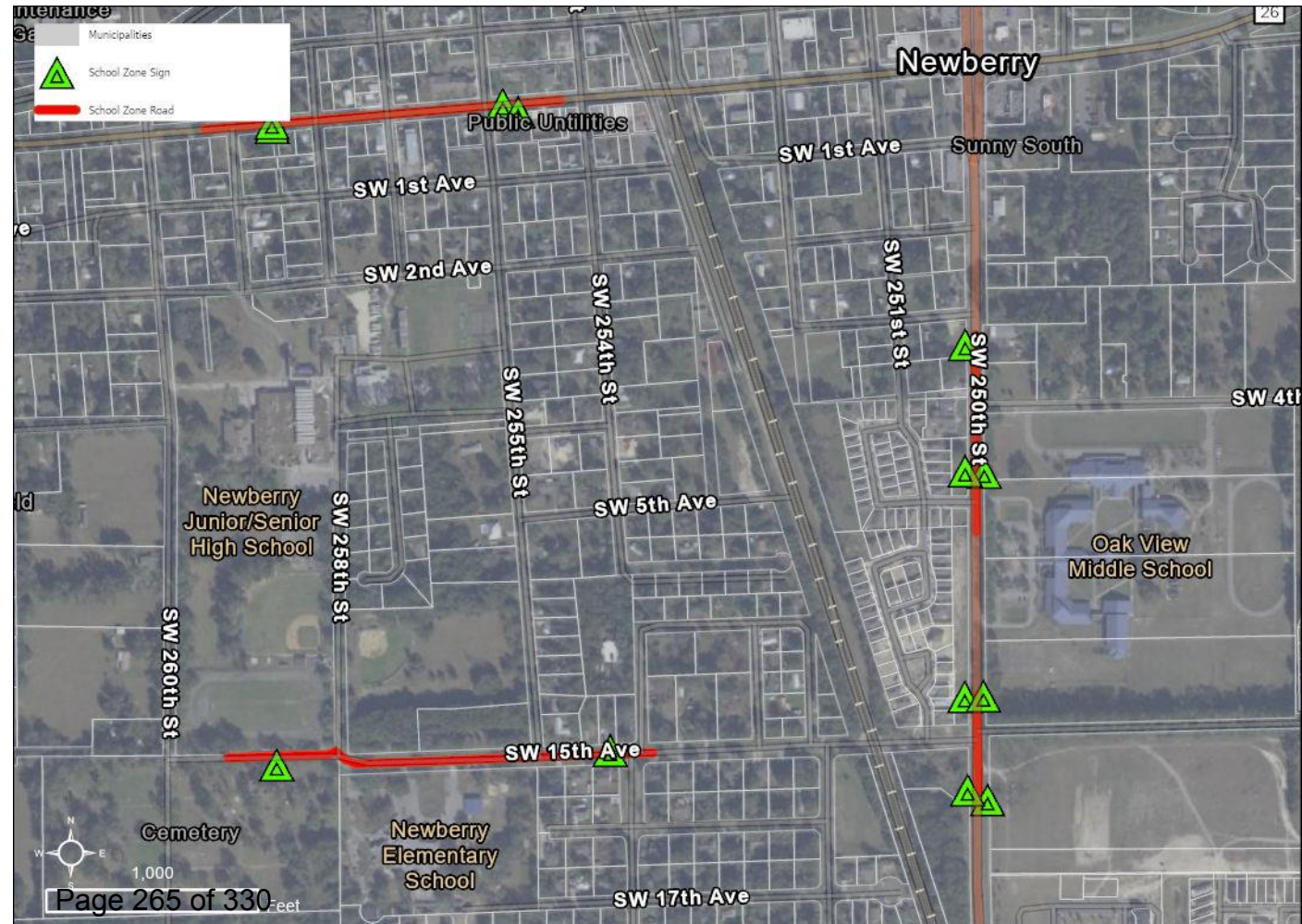
Schools Studied	Street	Violators 10+ mph over
Archer Community Center	FL-45	351
Archer Elementary School	SW 170th St.	162
Ft. Clarke Middle School	NW 23rd Ave.	699
Hidden Oak Elementary School	Ft. Clarke Blvd.	1,025
Hidden Oak Elementary School	NW 23rd Ave.	1,394
Hawthorne High School	SE 69th Ave.	214
Shell Elementary School	SE Hawthorne Rd.	1,627
Shell Elementary School	US-301	167
Idylwild Elementary School	SW Williston Rd.	1,383
Kanapaha Middle School	SW 75th St.	1,955
Kimball Wiles Elementary School	SW 75th St	2,251



REFRESHER: Study – Locations of Heightened Risk

School Zones Under Heightened Risk

Schools Studied	Street	Violators 10+ mph over
Lake Forest Elementary	SE 43rd St.	292
Lawton M. Chiles Elementary School	School House Rd.	1,783
Lawton M. Chiles Elementary School	SW 24th Ave	580
Meadowbrook Elementary School	NW 39th Ave.	1,585
Newberry Elementary School	SW 15th Ave.	157
Newberry High School	W Newberry Rd.	636
Oakview Middle School (Zone 1)	SW 250th St.	281



County to Advertise Ordinance

1. For simplicity, Ordinance references County Manager or Designee; Charter Offices have established a mutual understanding of program responsibilities
2. Staff recommend listing all 18 schools demonstrating “heightened risk” in the Ordinance; Doing so permits a limited roll-out/phased approach and future scaling



ACSO to Lead Procurement

1. Alachua County Sheriff's Office to lead procurement effort for expediency
2. ACSO is anticipating a sole source procurement to ensure compatibility with existing ACSO equipment and operations
3. Staff propose that Sheriff's office lead procurement and the agreement with the selected vendor; County will lead the Ordinance.



Target Start Date: January 2025

1. ACSO and County Staff think a January 2025 start date is reasonable for a small-scale roll-out
2. Between semesters is ideal for public awareness and general ease of implementation



6-Month Check-in

1. Progress report with 6 months of data:
 1. Number of Violations
 2. Number of Appeals
 3. Number of Citations
 4. Staff Hours (ACSO and Clerk)
 5. Revenue Generated
2. Discuss Program Performance
3. Discuss Program Expansion



- 1) Proceed with advertising the Ordinance related to Enforcement of School Zone Speed Limits.
- 2) Direct Staff to draft an Interlocal Agreement between the County and the Alachua County Sheriff's Office regarding program responsibilities and revenue-sharing.





Questions?

Alison Moss, AICP

Transportation Planning Manager

Growth Management

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352-374-5249 ext. 4574 (office)

CHAPTER 2023-174

Committee Substitute for Committee Substitute for House Bill No. 657

An act relating to enforcement of school zone speed limits; amending s. 316.003, F.S.; revising and providing definitions; amending s. 316.008, F.S.; authorizing a county or municipality to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; providing a rebuttable presumption; authorizing a county or municipality to install, or contract with a vendor to install, a speed detection system in a school zone; requiring a county or municipality to enact an ordinance to authorize placement or installation of such system; requiring the county or municipality to consider certain evidence and make a certain determination at a public hearing; amending s. 316.0776, F.S.; specifying conditions for the placement or installation of speed detection systems; requiring the Department of Transportation to establish certain specifications by a specified date; requiring a county or municipality that installs a speed detection system to provide certain notice to the public; providing signage requirements; requiring a county or municipality that has never conducted a school zone speed detection system program to conduct a public awareness campaign before commencing enforcement using such system; limiting penalties in effect during the public awareness campaign; requiring a county or municipality to place a specified annual report on the agenda of a regular or special meeting of its governing body; requiring approval by the governing body at a regular or special meeting before contracting or renewing a contract to place or install such system; providing for public comment; prohibiting such report, contract, or contract renewal from being considered as part of a consent agenda; providing requirements for a written summary of such report; requiring a report to the Department of Highway Safety and Motor Vehicles; prohibiting compliance with certain provisions from being raised in a proceeding challenging a violation; creating s. 316.1894, F.S.; requiring a law enforcement agency with jurisdiction over a county or municipality conducting a school zone speed detection system program to use certain funds to administer the School Crossing Guard Recruitment and Retention Program; providing purposes; requiring program design and management at the discretion of the law enforcement agency; creating s. 316.1896, F.S.; authorizing a county or municipality to authorize a traffic infraction enforcement officer to issue uniform traffic citations for certain violations; providing construction; providing notice requirements and procedures; authorizing a person who receives a notice of violation to request a hearing within a specified timeframe; defining the term “person”; providing for waiver of challenge or dispute as to the delivery of the notice of violation; requiring a county or municipality to pay certain funds to the Department of Revenue; providing for the distribution of funds; providing requirements for issuance of a uniform traffic citation; providing for waiver of challenge or dispute as to the delivery of the

uniform traffic citation; providing notice requirements and procedures; specifying that the registered owner of a motor vehicle is responsible and liable for paying a uniform traffic citation; providing exceptions; requiring an owner of a motor vehicle to furnish an affidavit under certain circumstances; specifying requirements for such affidavit and procedures relating thereto; providing a criminal penalty for submitting a false affidavit; providing that certain photographs or video and evidence of speed are admissible in certain proceedings; providing a rebuttable presumption; providing construction; providing requirements and procedures for hearings; prohibiting the use of a speed detection system for remote surveillance; providing construction; specifying requirements of and prohibitions on the use of recorded video and photographs captured by a speed detection system; requiring municipalities and counties to submit an annual report to the Department of Highway Safety and Motor Vehicles in a form and manner specified by the department; authorizing the department to require quarterly submission of data; providing report requirements; requiring counties and municipalities to retain certain records for a specified period; requiring the department to submit a summary report to the Governor and Legislature; amending s. 316.1906, F.S.; revising the definition of the term “officer”; providing self-test requirements for speed detection systems; requiring a law enforcement agency operating a speed detection system to maintain a log of results of the system’s self-tests and to perform independent calibration tests of such systems; providing for the admissibility of certain evidence in certain proceedings; amending s. 318.18, F.S.; providing a civil penalty for a speed limit violation in a school zone; providing for distribution thereof; providing conditions under which a case may be dismissed; amending s. 322.27, F.S.; prohibiting points from being imposed against a driver license for certain infractions enforced by a traffic infraction enforcement officer; prohibiting such infractions from being used to set motor vehicle insurance rates; amending ss. 316.306, 316.640, 318.14, 318.21, and 655.960, F.S.; conforming cross-references and provisions to changes made by the act; amending s. 316.650, F.S.; revising the period during which certain traffic citation data must be provided to a court having jurisdiction over the alleged offense; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (82) through (109) of section 316.003, Florida Statutes, are renumbered as subsections (83) through (110), respectively, subsections (38) and (64) are amended, and a new subsection (82) is added to that section, to read:

316.003 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(38) LOCAL HEARING OFFICER.—The person, designated by a department, county, or municipality that elects to authorize traffic

infraction enforcement officers to issue traffic citations under ss. 316.0083(1)(a) and 316.1896(1) s. 316.0083(1)(a), who is authorized to conduct hearings related to a notice of violation issued pursuant to s. 316.0083 or s. 316.1896. The charter county, noncharter county, or municipality may use its currently appointed code enforcement board or special magistrate to serve as the local hearing officer. The department may enter into an interlocal agreement to use the local hearing officer of a county or municipality.

(64) PRIVATE ROAD OR DRIVEWAY.—Except as otherwise provided in paragraph (88)(b) (87)(b), any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

(82) SPEED DETECTION SYSTEM.—A portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

Section 2. Subsection (9) is added to section 316.008, Florida Statutes, to read:

316.008 Powers of local authorities.—

(9)(a) A county or municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to s. 316.1895:

1. Within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program;

2. Within 30 minutes before through 30 minutes after the start of a regularly scheduled school session;

3. During the entirety of a regularly scheduled school session; and

4. Within 30 minutes before through 30 minutes after the end of a regularly scheduled school session

through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. A school zone's compliance with s. 316.1895 creates a rebuttable presumption that the school zone is properly maintained.

(b) A county or municipality may place or install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in s. 316.1895 to enforce unlawful speed violations, as specified in s. 316.1895(10) or s. 316.183, on that roadway.

(c) A county or municipality must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone as authorized by this subsection. As part of the public hearing on such proposed ordinance, the county or municipality must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to this subsection.

Section 3. Subsection (3) is added to section 316.0776, Florida Statutes, to read:

316.0776 Traffic infraction detectors; speed detection systems; placement and installation.—

(3) A speed detection system authorized by s. 316.008(9) may be placed or installed in a school zone on a state road when permitted by the Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The speed detection system may be placed or installed in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.

(a) If a county or municipality places or installs a speed detection system as authorized by s. 316.008(9), the county or municipality must notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of s. 316.1895 or s. 316.183 on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.

(b) If a county or municipality begins a school zone speed detection system program in a county or municipality that has never conducted such a program, the respective county or municipality must make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. During the 30-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of s. 316.1895 or s. 316.183

enforced by a speed detection system, and liability may not be imposed for the civil penalty under s. 318.18(3)(d).

(c) A county or municipality that operates one or more school zone speed detection systems must annually report the results of all systems within the county's or municipality's jurisdiction by placing the report required under s. 316.1896(16)(a) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s. 316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

1. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies or formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

2. The report required under this paragraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department under s. 316.1896(16)(a), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

3. The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of s. 316.1895 or s. 316.183 enforced by a speed detection system in a school zone.

Section 4. Section 316.1894, Florida Statutes, is created to read:

316.1894 School Crossing Guard Recruitment and Retention Program. The law enforcement agency having jurisdiction over a county or municipality conducting a school zone speed detection system program authorized by s. 316.008(9) must use funds generated pursuant to s. 316.1896(5)(e) from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Section 5. Section 316.1896, Florida Statutes, is created to read:

316.1896 Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure; privacy; reports.—

(1) For purposes of administering this section, a county or municipality may authorize a traffic infraction enforcement officer under s. 316.640 to issue uniform traffic citations for violations of ss. 316.1895 and 316.183 as authorized by s. 316.008(9), as follows:

(a) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(c) For a violation of s. 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

Such violation must be evidenced by a speed detection system described in ss. 316.008(9) and 316.0776(3). This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of a county or municipality before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit a county or municipality from issuing notices as provided in subsection (2) to the registered owner of the motor vehicle for a violation of s. 316.1895 or s. 316.183.

(2) Within 30 days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty under s. 318.18(3)(d) to the county or municipality, or furnish an affidavit in accordance with subsection (8), within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail.

(b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed

detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of s. 316.1895 or s. 316.183.

(d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(3) Notwithstanding any other law, a person who receives a notice of violation under this section may request a hearing within 30 days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(4) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.

(5) Penalties assessed and collected by the county or municipality authorized to collect the funds provided for in this section, less the amount retained by the county or municipality pursuant to paragraph (b) and paragraph (e) and the amount remitted to the county school district pursuant to paragraph (d), must be paid to the Department of Revenue weekly. Such payment must be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted must be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in s. 318.18(3)(d) must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars must be retained by the county or municipality and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for

student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

(6) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification under subsection (2), if the registered owner has not requested a hearing as authorized under subsection (3), and if the registered owner has not submitted an affidavit in accordance with subsection (8).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

(b) In the case of joint ownership of a motor vehicle, the uniform traffic citation must be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction must be accompanied by the information described in paragraphs (2)(b), (2)(c), and (2)(d).

(7) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of s. 316.1895 or s. 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(8) To establish such facts under subsection (7), the registered owner of the motor vehicle must, within 30 days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth information supporting an exception under subsection (7).

(a) An affidavit supporting the exception under paragraph (7)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of s. 316.1895 or s. 316.183 was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

1. A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation.

2. Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation.

3. A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under paragraphs (b) and (c), or 30 days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation under paragraph (a), the county or municipality must dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within 30 days after the date of a notice of violation sent to a person under subsection (9), the county or municipality receives an affidavit under subsection (10) from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the county or municipality must notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

(9) Upon receipt of an affidavit under paragraph (8)(a), the county or municipality may issue the person identified as having care, custody, or control of the motor vehicle at the time of the violation a notice of violation pursuant to subsection (2) for a violation of s. 316.1895 or s. 316.183. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing evidence that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of s. 316.1895 or s. 316.183 is not responsible for paying the uniform traffic citation and is not required to submit an affidavit as specified in subsection (8) if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(10) If a county or municipality receives an affidavit under paragraph (8)(a), the notice of violation required under subsection (2) must be sent to the person identified in the affidavit within 30 days after receipt of the affidavit. The person identified in an affidavit and sent a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within 30 days after the date of the notice of violation an affidavit stating such.

(11) The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of s. 316.1895 or s. 316.183 and are admissible in any proceeding to enforce this section. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of s. 316.1895 or s. 316.183.

(13) This section supplements the enforcement of ss. 316.1895 and 316.183 by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of s. 316.1895 or s. 316.183.

(14) A hearing under this section must be conducted under the procedures established by s. 316.0083(5) and as follows:

(a) The department must publish and make available electronically to each county and municipality a model request for hearing form to assist each county or municipality administering this section.

(b) A county or municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations under subsection (6) must designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) A person, referred to in this subsection as the “petitioner,” who elects to request a hearing under subsection (3) must be scheduled for a hearing by the clerk to the local hearing officer. The clerk must furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least 5 calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under subsection (2), plus the administrative costs established in s. 316.0083(5)(c), before the start of the hearing.

(d) All testimony at the hearing must be under oath and must be recorded. The local hearing officer must take testimony from a traffic infraction enforcement officer and the petitioner and may take testimony from others. The local hearing officer must review the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system made available under paragraph (2)(b). Formal rules of evidence do not apply, but due process must be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer must determine whether a violation under this section occurred and must uphold or dismiss the violation. The local hearing officer must issue a final administrative order including the determination and, if the notice of violation is upheld, must require the petitioner to pay the penalty previously assessed under subsection (2), and may also require the petitioner to pay county or municipal costs not to exceed the amount established in s. 316.0083(5)(e). The final administrative order must be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided in s. 162.11.

(15)(a) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of ss. 316.1895 and 316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(b) Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event. The vendor of a speed detection system must provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

(c) Notwithstanding any other law, registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this section.

(16)(a) Each county or municipality that operates one or more speed detection systems must submit a report by October 1, 2024, and annually thereafter, to the department which identifies the public safety objectives used to identify a school zone for enforcement under this section, reports compliance with s. 316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The information from counties and municipalities must be submitted in a form and manner determined by the department, which the department must make available to the counties and municipalities by August 1, 2023, and the department may require data components to be submitted quarterly. The report must include at least the following:

1. Information related to the location of each speed detection system, including the geocoordinates of the school zone, the directional approach of the speed detection system, the school name, the school level, the times the speed detection system was active, the restricted school zone speed limit enforced pursuant to s. 316.1895(5), the posted speed limit enforced at times other than those authorized by s. 316.1895(5), the date the systems were activated to enforce violations of ss. 316.1895 and 316.183, and, if applicable, the date the systems were deactivated.

2. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.

3. Any other statistical data and information related to the procedures for enforcement which is required by the department to complete the report required under paragraph (c).

(b) Each county or municipality that operates a speed detection system is responsible for and must maintain its respective data for reporting purposes under this subsection for at least 2 years after such data is reported to the department.

(c) On or before December 31, 2024, and annually thereafter, the department must submit a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use of speed detection systems under this section, along with any legislative recommendations from the department. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of safety and enforcement programs.

Section 6. Paragraph (d) of subsection (1) of section 316.1906, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

316.1906 Radar speed-measuring devices; speed detection systems; evidence, admissibility.—

(1) DEFINITIONS.—

(d) “Officer” means any:

1. “Law enforcement officer” who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with the authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state;

2. “Part-time law enforcement officer” who is employed or appointed less than full time, as defined by an employing agency, with or without compensation; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state;
~~or~~

3. “Auxiliary law enforcement officer” who is employed or appointed, with or without compensation; who aids or assists a full-time or part-time law enforcement officer; and who, while under the direct supervision of a full-time or part-time law enforcement officer, has the authority to arrest and perform law enforcement functions; or

4. “Traffic infraction enforcement officer” who is employed or appointed, with or without compensation, and satisfies the requirements of s. 316.640(5) and is vested with authority to enforce violations of ss. 316.1895 and 316.183 pursuant to s. 316.1896.

(3) A speed detection system is exempt from the design requirements for radar or LiDAR units established by the department. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every 30 days. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system’s self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every 12 months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 enforced pursuant to s. 316.1896. Notwithstanding subsection (2), evidence of the speed of a motor vehicle detected by a speed detection system compliant with this subsection and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the

applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

Section 7. Paragraphs (d) through (h) of subsection (3) of section 318.18, Florida Statutes, are redesignated as paragraphs (e) through (i), respectively, and a new paragraph (d) is added to that subsection to read:

318.18 Amount of penalties.—The penalties required for a noncriminal disposition pursuant to s. 318.14 or a criminal offense listed in s. 318.17 are as follows:

(3)

(d)1. Notwithstanding paragraphs (b) and (c), a person cited for a violation of s. 316.1895(10) or s. 316.183 for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone as provided in s. 316.1895, when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896, must pay a fine of \$100. Fines collected under this paragraph must be distributed as follows:

a. Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

b. Seventy-seven dollars must be distributed to the county for any violations occurring in any unincorporated areas of the county or to the municipality for any violations occurring in the incorporated boundaries of the municipality in which the infraction occurred, to be used as provided in s. 316.1896(5).

c. Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund to be used as provided in s. 943.25.

2. If a person who is mailed a notice of violation or a uniform traffic citation for a violation of s. 316.1895(10) or s. 316.183, as enforced by a traffic infraction enforcement officer under s. 316.1896, presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk to the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.

Section 8. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke driver license or identification card.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor

vehicles, for the determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.
2. Leaving the scene of a crash resulting in property damage of more than \$50—6 points.
3. Unlawful speed, or unlawful use of a wireless communications device, resulting in a crash—6 points.
4. Passing a stopped school bus:
 - a. Not causing or resulting in serious bodily injury to or death of another 4 points.
 - b. Causing or resulting in serious bodily injury to or death of another 6 points.
5. Unlawful speed:
 - a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.
 - b. In excess of 15 miles per hour of lawful or posted speed—4 points.
 - c. Points may not be imposed for a violation of unlawful speed as provided in s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896. In addition, a violation of s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896 may not be used for purposes of setting motor vehicle insurance rates.
6. A violation of a traffic control signal device as provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points. However, no points shall be imposed for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer. In addition, a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates.
7. All other moving violations (including parking on a highway outside the limits of a municipality)—3 points. However, no points shall be imposed

for a violation of s. 316.0741 or s. 316.2065(11); and points shall be imposed for a violation of s. 316.1001 only when imposed by the court after a hearing pursuant to s. 318.14(5).

8. Any moving violation covered in this paragraph, excluding unlawful speed and unlawful use of a wireless communications device, resulting in a crash—4 points.

9. Any conviction under s. 403.413(6)(b)—3 points.

10. Any conviction under s. 316.0775(2)—4 points.

11. A moving violation covered in this paragraph which is committed in conjunction with the unlawful use of a wireless communications device within a school safety zone—2 points, in addition to the points assigned for the moving violation.

Section 9. Paragraph (a) of subsection (3) of section 316.306, Florida Statutes, is amended to read:

316.306 School and work zones; prohibition on the use of a wireless communications device in a handheld manner.—

(3)(a)1. A person may not operate a motor vehicle while using a wireless communications device in a handheld manner in a designated school crossing, school zone, or work zone area as defined in s. 316.003(110) ~~s. 316.003(109)~~. This subparagraph shall only be applicable to work zone areas if construction personnel are present or are operating equipment on the road or immediately adjacent to the work zone area. For the purposes of this paragraph, a motor vehicle that is stationary is not being operated and is not subject to the prohibition in this paragraph.

2. Effective January 1, 2020, a law enforcement officer may stop motor vehicles and issue citations to persons who are driving while using a wireless communications device in a handheld manner in violation of subparagraph 1.

Section 10. Paragraph (a) of subsection (5) of section 316.640, Florida Statutes, is amended to read:

316.640 Enforcement.—The enforcement of the traffic laws of this state is vested as follows:

(5)(a) Any sheriff's department or police department of a municipality may employ, as a traffic infraction enforcement officer, any individual who successfully completes instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but who does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission

for law enforcement officers or auxiliary law enforcement officers under s. 943.13. Any such traffic infraction enforcement officer who observes the commission of a traffic infraction or, in the case of a parking infraction, who observes an illegally parked vehicle may issue a traffic citation for the infraction when, based upon personal investigation, he or she has reasonable and probable grounds to believe that an offense has been committed which constitutes a noncriminal traffic infraction as defined in s. 318.14. In addition, any such traffic infraction enforcement officer may issue a traffic citation under ss. 316.0083 and 316.1896 ~~s. 316.0083~~. For purposes of enforcing ss. 316.0083, 316.1895, and 316.183 ~~s. 316.0083~~, any sheriff's department or police department of a municipality may designate employees as traffic infraction enforcement officers. The traffic infraction enforcement officers must be physically located in the county of the respective sheriff's or police department.

Section 11. Paragraphs (a) and (c) of subsection (3) of section 316.650, Florida Statutes, are amended to read:

316.650 Traffic citations.—

(3)(a) Except for a traffic citation issued pursuant to s. 316.1001, ~~or s. 316.0083, or s. 316.1896~~, each traffic enforcement officer, upon issuing a traffic citation to an alleged violator of any provision of the motor vehicle laws of this state or of any traffic ordinance of any municipality or town, shall deposit the original traffic citation or, in the case of a traffic enforcement agency that has an automated citation issuance system, the chief administrative officer shall provide by an electronic transmission a replica of the citation data to a court having jurisdiction over the alleged offense or with its traffic violations bureau within 5 business days after issuance to the violator.

(c) If a traffic citation is issued under s. 316.0083 ~~or s. 316.1896~~, the traffic infraction enforcement officer shall provide by electronic transmission a replica of the traffic citation data to the court having jurisdiction over the alleged offense or its traffic violations bureau within 5 business days after the date of issuance of the traffic citation to the violator. If a hearing is requested, the traffic infraction enforcement officer shall provide a replica of the traffic notice of violation data to the clerk for the local hearing officer having jurisdiction over the alleged offense within 14 days.

Section 12. Subsection (2) of section 318.14, Florida Statutes, is amended to read:

318.14 Noncriminal traffic infractions; exception; procedures.—

(2) Except as provided in ss. 316.1001(2), ~~and 316.0083, and 316.1896~~, any person cited for a violation requiring a mandatory hearing listed in s. 318.19 or any other criminal traffic violation listed in chapter 316 must sign and accept a citation indicating a promise to appear. The officer may indicate on the traffic citation the time and location of the scheduled hearing and

must indicate the applicable civil penalty established in s. 318.18. For all other infractions under this section, except for infractions under s. 316.1001, the officer must certify by electronic, electronic facsimile, or written signature that the citation was delivered to the person cited. This certification is prima facie evidence that the person cited was served with the citation.

Section 13. Subsections (4), (5), and (15) of section 318.21, Florida Statutes, are amended to read:

318.21 Disposition of civil penalties by county courts.—All civil penalties received by a county court pursuant to the provisions of this chapter shall be distributed and paid monthly as follows:

(4) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1301, 40 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Blind Services of the Department of Education, and 60 percent must be distributed pursuant to subsections (1) and (2).

(5) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1303(1), 60 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Vocational Rehabilitation of the Department of Education, and 40 percent must be distributed pursuant to subsections (1) and (2).

(15) Of the additional fine assessed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ for a violation of s. 316.1893, 50 percent of the moneys received from the fines shall be appropriated to the Agency for Health Care Administration as general revenue to provide an enhanced Medicaid payment to nursing homes that serve Medicaid recipients with brain and spinal cord injuries. The remaining 50 percent of the moneys received from the enhanced fine imposed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ shall be remitted to the Department of Revenue and deposited into the Department of Health Emergency Medical Services Trust Fund to provide financial support to certified trauma centers in the counties where enhanced penalty zones are established to ensure the availability and accessibility of trauma services. Funds deposited into the Emergency Medical Services Trust Fund under this subsection shall be allocated as follows:

(a) Fifty percent shall be allocated equally among all Level I, Level II, and pediatric trauma centers in recognition of readiness costs for maintaining trauma services.

(b) Fifty percent shall be allocated among Level I, Level II, and pediatric trauma centers based on each center's relative volume of trauma cases as calculated using the hospital discharge data collected pursuant to s. 408.061.

Section 14. Subsection (1) of section 655.960, Florida Statutes, is amended to read:

655.960 Definitions; ss. 655.960-655.965.—As used in this section and ss. 655.961-655.965, unless the context otherwise requires:

(1) “Access area” means any paved walkway or sidewalk which is within 50 feet of any automated teller machine. The term does not include any street or highway open to the use of the public, as defined in s. 316.003(88)(a) ~~s. 316.003(87)(a)~~ or (b), including any adjacent sidewalk, as defined in s. 316.003.

Section 15. This act shall take effect July 1, 2023.

Approved by the Governor May 31, 2023.

Filed in Office Secretary of State May 31, 2023.



Agenda Item Summary

File #: 24-00702

Agenda Date: [Publish Date]

Agenda Item Name:

Tree Protection in Developments

Presenter:

Jeff Hays, Growth Management Director

Description:

Presentation on County's Trees and Native Vegetation Code

Recommended Action:

Hear presentation

Prior Board Motions:

- **6/11/2024:** Ask that staff work with the applicant to identify ways in which we could have protected more trees and provide input and feedback to the board with regard to ways we could change code to increase tree protections within the urban services boundary. (Parker Road Cottages Preliminary Development Plan)
- **6/25/2024:** Requested a workshop to be scheduled 8/6/24

Fiscal Note:

NA

Strategic Guide:

Environment

Background:

The Board requested a presentation on the existing tree code in order to find ways to incentivize protection of more trees in developments.

ARTICLE II. TREES AND NATIVE VEGETATION

Sec. 406.09. Purpose.

The purpose of this Article is to implement policies contained in the Alachua County Comprehensive Plan to preserve, protect, and enhance the quality and quantity of the County's tree canopy while balancing the need for development and improvement of property. Protection of trees and native vegetation is intended to promote carbon dioxide absorption, oxygen production, dust filtration, reduction of wind, noise, and glare, soil stabilization and enrichment, erosion prevention, surface drainage improvement and aquifer recharge, water pollution reduction, wildlife habitat, energy conservation, temperature moderation, scenic beauty, quality of life, and the health, safety, welfare, and well-being of the community.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.10. Applicability.

- (a) Regulated trees include champion trees, heritage trees, woody native tree species eight (8) inches or more in diameter at breast height (dbh), specimen trees identified on Table 406.16.1 that are of significant value to the natural system. Additional requirements are included in other portions of this ULDC, including but not limited to the special area studies, activity centers, and special planning districts in Chapter 405.
- (b) Except as specifically provided in this Chapter, all land clearing and regulated tree removal in all land uses and zoning districts shall be prohibited without prior approval.
- (c) Regulated trees shall not be removed after the issuance of a certificate of occupancy without securing another permit.
- (d) Existing native vegetation on a development site shall be protected in accordance with the following requirements in this ULDC:
 - (1) Provision of Open Space in accordance with Article V of Chapter 407;
 - (2) Protection of significant plant and wildlife habitat in accordance with Article III of this Chapter;
 - (3) Protection of all other conservation and preservation areas as identified in this Chapter; and
 - (4) Protections required by an adopted special area plan as identified in Chapter 405 of this ULDC.
- (e) The planting of non-native vegetation listed in F.A.C. 5B-64.011, Prohibited Aquatic Plants, and F.A.C. 5B-57.007, Noxious Weed List, or those species listed in Table 406.16.2 shall be prohibited. The removal or control of all non-native invasive species shall be encouraged where not required by this Section and shall not be subject to a tree removal permit requirement.
- (f) For the purposes of this Section, a qualified professional includes a landscape architect, or environmental professional, or arborist.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 12-09, § 2(Exh. A), 10-9-12; Ord. No. 2020-09, § 2(Exh. A), 3-10-20; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.11. Exemptions.

- (a) *Dangerous trees.* Consistent with F.S. § 163.045, if a property owner obtains documentation from an arborist certified by the International Society for Arboriculture or a Florida licensed landscape architect that a tree presents a danger to persons or property, no notice, application, approval, permit, fee or mitigation for the pruning, trimming, or removal of a tree on property with an existing residential structure is required.
- (b) *Removal for protection of health, safety and welfare.* For the immediate protection of the health, safety, or welfare of the public, trees may be removed by a utility or other public entity without obtaining a tree removal permit.
- (c) *Agricultural and silvicultural activities.* For purposes of this Section, clearing and replanting or reestablishment of vegetation for bona fide agricultural purposes (including bona fide forestry) shall be exempt subject to the following provisions:
 - (1) Activities shall be conducted in accordance with all applicable federal, state, and water management district best management practices, and verified in accordance with Subsection 406.05(c).
 - (2) Permit exemption shall not apply to the following:
 - a. The removal of champion trees.
 - b. For bona fide agricultural purposes other than forestry, the removal of heritage trees within fifty (50) feet of property ownership boundaries or within one hundred (100) feet of all publicly owned parks.
- (d) *Development plan exemptions.* Activities undertaken pursuant to Chapter 404, Article XXIV, solar facilities, rural/ag unpaved subdivisions, and family homestead subdivisions shall be exempt from the requirements of Subsections 406.12(a)(4) and 407.41(n) that require thirty (30) percent of the site to be under mature canopy in twenty (20) years. Personal wireless services facilities shall be exempt from the requirements of Subsections 406.12(a)(2) and (4) that require twenty (20) percent canopy retention and thirty (30) percent of the site under mature canopy.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 12-09, § 2(Exh. A), 10-9-12; Ord. No. 2017-15, § 2(Exh. A), 9-26-17; Ord. No. 2018-23, § 2(Exh. A), 10-9-18; Ord. No. 2020-25, § 2(Exh. A), 11-10-20; Ord. No. 2021-18, § 2(Exh. A), 12-14-21)

Sec. 406.12. Tree protection standards.

A tree removal permit for the removal of trees and alteration of associated native vegetation as set forth below may only be issued where the County determines that there are no significant adverse environmental impacts. A tree removal permit authorizing the removal of high quality specimen trees sixty (60) inches dbh or greater may only be issued upon demonstration by the applicant that the development activity cannot occur in any other location on the site, or that removal is unavoidable due to site conditions and design considerations that minimize impacts to other regulated resources.

- (a) *Development applications.* All development applications as set forth in Chapter 402, Article X shall be subject to the requirements for tree removal set forth below.
 - (1) Removal or eradication of prohibited and discouraged non-native vegetation, identified in Subsection 406.10(e) shall be completed for the entire parcel concurrent with the permitted tree removal and prior to Certificate of Completion of the Construction Permit unless a phasing plan has been approved in writing by the County.
 - (2) Development plans and subdivision plats shall be designed such that a minimum of twenty (20) percent of the tree canopy shown on the most recent aerials of the property available at the time

of the application is retained. TNDs and TODs approved pursuant to Chapter 407, Article VII, cottage neighborhoods approved pursuant to Chapter 407, Article XVI, and affordable housing developments shall be designed such that a minimum of five (5) percent of the tree canopy shown on the most recent aerials of the property available at the time of application is retained. Residential developments, other than TNDs, TODs, cottage neighborhoods, and affordable housing development, that achieve ninety (90) percent of the maximum allowable residential density shall preserve ten (10) percent of the existing tree canopy. The required minimum tree canopy retained shall incorporate each regulated tree and associated native vegetation within the area of the drip line in its original location. Where the applicant demonstrates sufficient protection, the required minimum undisturbed area surrounding an individual tree may be reduced with County approval, taking into consideration the type of activity, and the species, health, and location of trees and native vegetation within the landscape.

- (3) In determining the minimum required canopy, priority shall be given to preserving native trees that exhibit a combination of the following characteristics in the following order:
- a. Are located within Conservation Management Areas required for preservation by this ULDC.
 - b. Are high quality champion, heritage, and specimen trees. High quality trees are long lived species and individuals which are disease and insect resistant and have strong branching and root patterns. Priority should be given to onsite preservation of high quality trees sixty (60) inches dbh or greater.
 - c. Help to create, provide, or extend connectivity or linkages to other natural areas in the form of tree and vegetation corridors.
 - d. Exist in natural groupings.
 - e. Complement the project design including enhancement of the architecture, landscape architecture, and streetscape appearance.
 - f. Are located in required buffer areas.
 - g. Screen unpleasant views or augment desirable views.
 - h. Provide shade to structures, areas, or activities within or associated with the development.
- (4) All efforts should be made to retain regulated trees, beyond the requirements of Subsection 406.12(a)(3), even if protection to the entire dripline is not feasible. For trees retained beyond the minimum requirements of Subsection 406.12(a)(3), the required minimum undisturbed area may be reduced, with County approval, provided that at least fifty (50) percent of the area under the canopy dripline remains undisturbed consistent with Subsection 406.12.5(c)(2). Under no circumstances shall permission be given for any development activity within the tree root plate. Additional techniques to ensure survival of retained trees may be required.
- (5) Development plans shall be designed such that thirty (30) percent or more of the site will be under mature canopy within twenty (20) years. Preservation of pine tree stands planted as part of a silviculture operation shall not count towards this requirement, unless high quality individual trees can be preserved with a minimum 25-foot spacing. For the purposes of demonstrating this canopy coverage, a residential development may count up to four hundred (400) square feet of canopy coverage per platted lot where it can be demonstrated that a homeowner's association will require the planting and maintenance of trees on lots. In such case, the development plan shall include a list of trees that may be planted to satisfy the requirement.
- (b) *Single-family lots.* All development activity shall be subject to the requirements for tree removal set forth below, unless otherwise specified in an approved development order. A tree removal permit may

be issued for development activity on a lot of record in any zoning district where the tree has not been calculated for canopy retention under Subsection 406.12(a).

- (1) A tree removal permit and any associated mitigation are not required on single-family lots one (1) acre or less provided no champion and heritage trees are removed and all other ULDC requirements are met. If a heritage tree is proposed to be removed, a tree permit is required per the requirements of Subsections (2) and (3) below.
 - (2) Regulated trees less than twenty (20) inches shall not require mitigation provided their removal is restricted to an area of no more than one (1) acre and in a location determined by the County to not cause significant adverse environmental impacts. Mitigation for heritage trees within the one (1) acre shall comply with Section 406.13, unless otherwise specified in Subsection (3) below. If an area greater than one (1) acre is proposed to be cleared, applicants may be required to submit a tree survey and a tree protection plan demonstrating that no heritage trees are impacted in the acreage beyond the one (1) acre allowance and that the plan complies with all other applicable ULDC requirements.
 - (3) Heritage trees removed for construction of a residence that are located within twenty (20) feet of the building footprint in a location determined by the County to not cause significant adverse environmental impacts may be replaced at a ratio less than inch for inch, but no less than one (1) replacement tree for each tree removed.
- (c) *Other tree removal.* A tree removal permit may be issued for the removal of regulated trees in the following circumstances:
- (1) Tree is under attack from an infestation of harmful insects or fungi that are not generally present on other trees of the species and may reasonably be expected to spread to trees not so infested.
 - (2) Tree constitutes an immediate safety hazard, either to persons or to domestic animals, or to buildings, or to other constructions, or to motor, or bicycle, or pedestrian traffic.
 - (3) Tree that, by the normal growth of its branches or roots, is causing progressive damage to buildings or structures, where no reasonable correction or prevention is available other than removal.

(Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.12.5. Application requirements.

Application requirements. At the time of permit application, and prior to any land clearing or alteration, all applicants for a tree removal permit shall submit information necessary to fully understand the extent, nature and potential impacts of the proposed project. County staff shall verify the location of regulated trees and discuss protection methods and minimization of adverse environmental impacts.

- (a) *Permit applications.* The following information shall be required for all permit applications involving the removal of regulated trees:
 - (1) A completed application signed by the parcel owner or legally authorized agent of the parcel owner, including the name, address, and telephone number of the property owner and of the applicant, if other than the property owner.
 - (2) Parcel information including street address, parcel number, and location map as necessary.
 - (3) Description of project, identification of location and extent of all areas proposed for tree removal or clearing of areas of associated native vegetation, including offsite areas such as water, sewer or utility easements, and methods to be used for removal.

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- (4) A notarized affidavit from all property owners may be required with a permit application.
- (b) *Development plan approval.* Prior to preliminary development plan submittal, the applicant shall schedule a pre-design onsite meeting with County staff. A tree survey, which graphically depicts the location, field tag number, species, and diameter (DBH) of all trees over twenty (20) inches DBH and those regulated trees under twenty (20) inches DBH other than the abundant species listed in Subsection 406.13(b)(4), shall be submitted in advance of the pre-design onsite meeting, unless otherwise authorized by County.
- (1) In addition to the common application requirements in Chapter 402, Article II, Common Development Application Elements, the following information shall be required with preliminary development plan applications for development plan approval:
- a. A development plan or survey, where applicable, showing all easements (both plan view and cross-sectional view sketches may be required);
 - b. A tree report listing all trees evaluated at the pre-design onsite meeting, including the tag number, species of tree, diameter (DBH), rating number assigned by the County, and any mitigation that would be required if the tree is removed.
 - c. A recent aerial with tree canopy outlines clearly delineated, and tree survey overlaid showing location of each tree with tag number and the rating number assigned by the County at the pre-design onsite meeting. Calculation of the initial tree canopy based on aerial, survey data, or other acceptable methods approved by the County. In identifying and calculating tree canopy, that portion of tree canopy extending outside a property line from a tree within the proposed development shall not be included in the calculation of the site's tree canopy. Conversely, the portion of the canopy from a tree on an adjacent property that extends into the site shall be included in the calculation of the site's tree canopy. Planted pine silviculture canopy shall not be included in the calculation of initial tree canopy.
 - d. A concept plan overlaid on the submittal described above in Subsection 406.12.5(c) with a graphic indication of each tree proposed for removal and calculation of tree canopy proposed to be removed and retained.
- (2) The final development plan application shall include:
- a. A demolition plan at a scale not to exceed 1"=60' with development plan overlaid on tree canopy outlines, location of each tree and tag number, graphic indication of each tree proposed for removal, and location of proposed tree barricades and silt fencing.
 - b. A Tree Canopy Preservation Plan with development plan overlaid on tree canopy outlines, location of each tree, and calculation of the initial tree canopy based on aerial, survey data, or other acceptable methods approved by the County, and calculation of tree canopy proposed to be removed and retained.
 - c. A tree mitigation plan with numbered tabular list of all regulated trees surveyed indicating the field tag number, species, and diameter (DBH), whether the tree is proposed to remain or be removed, any mitigation required for its removal, and calculation of total amount of required and proposed mitigation.
- (c) *Physical protection during development activities.*
- (1) *Undisturbed area.* The area to be protected shall be equal to the area of the drip line of the tree unless the County determines a larger area is more appropriate due to the unique nature of the growth habit of the tree or unique site conditions. The required undisturbed area may be up to two (2) feet diameter of protection for every inch of diameter at breast height.

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- (2) *Reduction of minimum undisturbed area.* Where the applicant demonstrates sufficient protection, the required minimum undisturbed area may be reduced with County approval, taking into consideration the type of activity, and the species, health, and location of trees and native vegetation within the landscape. To incentivize retention of trees exceeding the minimum canopy retention requirements of Subsection 406.12(a)(3), the required minimum undisturbed area may be further reduced, with County approval, as described in Subsection 406.12(a)(4).
- (d) *Barrier placement and usage.*
- (1) Tree barricades or other protective barriers shall be installed outside the protected area of retained trees and native vegetation as outlined in Subsections (1) and (2) above to prevent the compaction of soil and the destruction or damage of the trees.
 - (2) Prior to any development activity, except as necessary to allow access for installation, the installation of the barriers shall be approved by the County.
 - (3) The protective barriers shall not be relocated without approval by the County.
 - (4) The protective barriers shall remain in place and intact until construction is completed.
 - (5) Silt fencing, when required, shall be placed on the development side of any required tree barricading.
- (e) *Barrier construction.*
- (1) The posts shall be wood posts, angle iron fence posts, or other post material of equivalent size and strength.
 - (2) The posts shall be placed not more than twelve (12) feet apart and implanted deeply enough in the ground to be stable with at least three (3) feet of the post visible above the ground.
 - (3) The posts shall be linked together by a brightly colored net fence fabric.
 - (4) The barrier shall not be located in such a way as to cause harm to the protected vegetation.
- (f) *Alternative fencing requirement.* The County may require alternative fencing materials, such as chain link fencing, on a case by case basis where additional protection is necessary due to intensity of development activity, vulnerability of trees or native vegetation to be protected, or similar circumstance.
- (g) *Restrictions within the undisturbed areas.*
- (1) All construction activities shall be prohibited within the undisturbed area including all digging, trenching, construction lay-down areas, placement of hazardous materials, including fuels and solvents, placement of fill or soils, and parking of construction vehicles or employee vehicles.
 - (2) No attachments or wires other than those of a protective and non-damaging nature shall be attached to any tree.
 - (3) No grade changes shall be made within any undisturbed area without prior approval by the County inspector. If a grade change is made and roots larger than one (1) inch in diameter are damaged or exposed, they shall be cut cleanly and re-covered with soil.
 - (4) Landscape preparation in the undisturbed area shall be prohibited unless specifically approved otherwise by the County. Landscaping shall be limited to placement of sod, mulch, or other ground covers.
- (h) *Repair of damage.* Trees that have been destroyed or received major damage during development activities shall be replaced prior to the issuance of the certificate of occupancy, in accordance with Section 406.15.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 10-16, § 2(Exh. A), 8-10-10; Ord. No. 12-09, § 2(Exh. A), 10-9-12; Ord. No. 2018-10, § 2(Exh. A), 3-13-18; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.13. Relocation, replacement, mitigation.

Relocation, replacement, or mitigation shall be required for the alteration of regulated trees as set forth below.

(a) *Relocation.*

- (1) A regulated tree may be relocated if there is no reasonable alternative that allows incorporation of the tree into the parcel design, as determined by the project's landscape architect in consultation with the County.
- (2) The parcel owner shall provide irrigation, mulch, and other practical means to ensure survival of any relocated tree. If a relocated tree does not survive within a period of three (3) years, it shall be replaced per the standards set forth in Subsection 406.13(b). Trees that are successfully relocated do not require mitigation.
- (3) If the County determines that the long-term survival of a tree proposed to be relocated is questionable due to size, species, or other factors, that tree shall be subject to the mitigation requirements of this Article.

(b) *Mitigation by replacement.*

- (1) If a regulated tree cannot be retained or relocated, the parcel owner shall install replacement plantings per Table 407.50.1 "Appropriate Tree Plantings." At the discretion of the County, mitigation for the removal of native heritage trees shall be with preferred native tree species appropriate for the historic or current site conditions, subject to the following.
- (2) Regulated trees eight (8) inches and less than twenty (20) inches dbh, except those trees listed in Subsection (4) below, shall be replaced at a ratio of one (1) tree planted for every tree removed.
- (3) Regulated trees greater than or equal to twenty (20) inches dbh, other than trees listed in Subsection (4) below, shall be replaced with native trees with a cumulative diameter of stems greater than or equal to the diameter of the tree being replaced at the rates found in Table 406.13.1.

Table 406.13.1	
Heritage Tree Replacement Rate	
DBH of tree to be replaced	Replacement Rate
20"-29"	Replacement 1" for 1"
30"-39"	Replacement above plus 1.5" for every inch between 30"-39"
40"-59"	Replacement above plus 3" for every inch between 40"-59"
60" +	Replacement above plus 4" for every inch 60" and above

- (4) At the determination of the County, heritage trees found to be of suboptimal health, habit or condition, or a danger to persons or property, shall be replaced at a ratio of one (1) tree planted for every tree removed. No mitigation is required for abundant species such as loblolly pine, slash

pine, and sweetgum under twenty (20) inches dbh, and laurel oaks and water oaks under thirty (30) inches dbh, regardless of condition. Mitigation for trees greater than the 20- and 30-inch size thresholds stated above shall be at a ratio of one (1) tree planted for each tree removed.

- (5) For those trees retained in excess of the minimum canopy retention requirements with impacts to the dripline described in Subsection 406.12(a)(4), replacement trees shall be required at one-half (½) the rate in Subsection 406.13(b)(2), (3) and (4). Alternatively, applicants may post a surety bond in the amount of the full fee-in-lieu mitigation rate that would have been required for a duration of five (5) years after issuance of a certificate of completion of the construction permit or certificate of occupancy, as applicable.

Replacement trees shall be at least ten (10) feet in height, two (2) caliper inches and shall consist of native vegetation, indigenous to the area, and be Florida Grade No. 1 or better in quality according to the current, most recent edition of "Grades and Standards for Nursery Plants", 2nd edition, published by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, and available from the Florida Nursery, Growers, and Landscape Association (FNGLA). Nursery invoices or labels shall clearly specify that Grade #1 or better were purchased and installed on the site. Smaller replacement trees may be used on sites where the County determines, on a case-by-case basis, that it is more appropriate due to site conditions and increased likelihood of successful establishment.

- (6) Native trees identified in Section 407.50 of this ULDC that are planted to meet the requirements for landscaping in Article IV of Chapter 407 may count toward total mitigation requirements for tree replacement.
- (7) If on-site planting is not feasible due to physical constraints such as limited space or unsuitable soils, off-site replacement may be allowed on a location approved by the County.
- (8) Monitoring time frames shall be established for mitigation and replacement trees, as needed.
- (9) Planted palms shall only receive two (2) inches of mitigation credit for each palm planted.

(c) *Mitigation by fee in lieu payment.*

- (1) If relocation or mitigation by replacement are not feasible, a fee may be paid to Alachua County in lieu of replacement planting prior to issuance of a County Construction Permit.
- (2) Replacement trees may be satisfied by a fee-in-lieu payment to the County for the purchase and relocation of a like tree. The payment amount shall be in the fee schedule and based on the average cost of the purchase, installation, and maintenance for one (1) year of an equivalent number of replacement trees or actual cost of removing and replanting regulated trees.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 12-09, § 2(Exh. A), 10-9-12; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.14. Reserved.

Editor's note(s)—Ord. No. 12-09, § 2(Exh. A), adopted Oct. 9, 2012, repealed former § 406.14 in its entirety which pertained to time frames for mitigation or restoration and derived from Ord. No. 05-10, § 2, adopted Dec. 8, 2005.

Sec. 406.15. Unauthorized removal.

When regulated trees are removed or damaged without a permit or when trees that were to be preserved in place or relocated are damaged or destroyed during activities conducted with a permit, they shall be replaced at up to double the rate identified in Section 406.13.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 12-09, § 2(Exh. A), 10-9-12; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

Sec. 406.16. Tree lists.

- (a) *Specimen tree list.* The list of trees identified in Table 406.16.1 includes specimen trees identified by the County to be of notable interest or high value for their species because of their age, size, condition, historic habitat association, and/or uniqueness. Protection of these species that are less than heritage size through preservation, relocation, or replacement will be determined on a tree-by-tree basis by the County.
- (b) *Discouraged non-native vegetation list.* The list of non-native vegetation identified in Table 406.16.2 includes those species for which planting is discouraged in addition to the prohibited species identified in Subsection 406.10(e).

Table 406.16.1 Specimen Tree List Specimen status shall apply to any size tree unless otherwise specified below.		
Latin Name	Common Name	dbh
Acer negundo	Boxelder maple	10"
Acer rubrum	Red maple	10"
Acer saccharinum	Silver maple	10"
Acer saccharum subsp. floridanum	Florida maple	10"
Aesculus pavia	Red buckeye	5"
Alnus serrulata	Hazel alder	Any
Aralia spinosa	Devil's-walkingstick	3"
Betula nigra	River birch	10"
Carpinus caroliniana	American hornbeam	5"
Carya aquatica	Water hickory	10"
Carya cordiformis	Bitternut hickory	10"
Carya floridana	Scrub hickory	10"
Carya glabra	Pignut hickory	20"
Carya tomentosa	Mockernut hickory	20"
Castanea pumila	Florida chinquapin	10"
Catalpa bignonioides	Southern catalpa	10"
Celtis laevigata	Sugarberry	20"
Cephalanthus occidentalis	Buttonbush	Any
Cercis canadensis	Redbud	5"
Chamaecyparis thyoides	Atlantic white cedar	5"
Chionanthus virginicus	White fringe tree	3"
Cliftonia monophylla	Black titi	Any
Cornus asperifolia	Roughleaf dogwood	Any
Cornus florida	Flowering dogwood	10"
Cornus foemina	Swamp dogwood	Any
Crataegus aestivalis	May haw	Any
Crataegus crus-galli	Cockspur hawthorn	Any
Crataegus flava	Yellowleaf hawthorn	Any
Crataegus marshallii	Parsley hawthorn	Any
Crataegus michauxii	Michaux's hawthorn	5"
Crataegus uniflora	Dwarf hawthorn	Any
Crataegus viridis	Green hawthorn elderberry	Any
Cyrilla racemiflora	Red titi	Any
Diospyros virginiana	Common persimmon	10"
Fagus grandifolia	American beech	5"
Forestiera acuminata	Swampprivet	Any
Fraxinus americana	White ash	20"
Fraxinus caroliniana	Carolina pop ash	10"
Fraxinus pennsylvanica	Green ash	10"
Fraxinus profunda	Pumpkin ash	10"
Gleditsia aquatica	Water locust	10"
Gleditsia triacanthos	Honey locust	10"

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<i>Gordonia lasianthus</i>	Loblolly bay	10"
<i>Halesia carolina</i>	Carolina silverbell	Any
<i>Hamamelis virginiana</i>	Witch-hazel	Any
<i>Ilex ambigua</i>	Carolina holly	Any
<i>Ilex cassine</i>	Dahoon Holly	10"
<i>Ilex cassine</i> var. <i>myrtifolia</i>	Myrtle-leaved holly	Any
<i>Ilex coriacea</i>	Large gallberry	Any
<i>Ilex decidua</i>	Possumhaw	Any
<i>Ilex opaca</i> var. <i>arenicola</i>	American holly	10"
<i>Ilex vomitoria</i>	Yaupon holly	Any
<i>Juglans nigra</i>	Black walnut	10"
<i>Juniperus virginiana</i>	Southern red cedar	20"
<i>Liriodendron tulipifera</i>	Tulip tree	10"
<i>Lyonia ferruginea</i>	Tree lyonia	Any
<i>Magnolia grandiflora</i>	Southern magnolia	20"
<i>Magnolia macrophylla</i>	Bigleaf magnolia, Ashe magnolia	3"
<i>Magnolia virginiana</i>	Sweetbay magnolia	10"
<i>Malus angustifolia</i>	Crabapple	5"
<i>Morus rubra</i>	Red mulberry	10"
<i>Myrica cerifera</i>	Waxmyrtle	5"
<i>Nyssa aquatica</i>	Water tupelo	10"
<i>Nyssa ogeche</i>	Ogeechee tupelo	10"
<i>Nyssa sylvatica</i> var. <i>biflora</i> or <i>sylvatica</i>	Swamp tupelo, Blackgum	20"
<i>Osmanthus americanus</i>	Wild olive, Devilwood	3"
<i>Ostrya virginiana</i>	Ironwood, Hop hornbeam	5"
<i>Persea borbonia</i> var. <i>borbonia</i> or <i>humilis</i>	Red bay or Silk bay	5"
<i>Pinus clausa</i>	Sand pine	20"
<i>Pinus echinata</i>	Shortleaf pine	10"
<i>Pinus glabra</i>	Spruce pine	20"
<i>Pinus palustris</i>	Longleaf pine	20"
<i>Pinus serotina</i>	Pond pine	20"
<i>Planera aquatica</i>	Water elm, Planer tree	10"
<i>Platanus occidentalis</i>	Sycamore	20"
<i>Populus deltoides</i>	Eastern cottonwood	20"
<i>Prunus americana</i>	American plum	5"
<i>Prunus angustifolia/umbellata</i>	Chickasaw, Flatwoods, Hog plum	5"
<i>Prunus caroliniana</i>	Cherry-laurel	10"
<i>Prunus serotina</i> var. <i>serotina</i>	Black cherry	20"
<i>Ptelea trifoliata</i>	Wafer ash, Hop-tree	5"
<i>Quercus alba</i>	White oak	10"
<i>Quercus austrina</i>	Bluff oak	20"
<i>Quercus chapmanii</i>	Chapman's oak	10"
<i>Quercus falcata</i>	Spanish oak, Southern red oak	20"
<i>Quercus geminata</i>	Sand live oak	10"
<i>Quercus incana</i>	Bluejack oak	10"
<i>Quercus laevis</i>	Turkey oak	10"
<i>Quercus lyrata</i>	Overcup oak	10"

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<i>Quercus margaretta</i>	Sand post oak	10"
<i>Quercus marilandica</i>	Blackjack oak	10"
<i>Quercus michauxii</i>	Basket oak, Swamp chestnut oak	20"
<i>Quercus muehlenbergii</i>	Chinquapin oak	10"
<i>Quercus myrtifolia</i>	Myrtle oak	10"
<i>Quercus pagoda</i>	Cherrybark oak	10"
<i>Quercus phellos</i>	Willow oak	10"
<i>Quercus shumardii</i>	Shumard oak	20"
<i>Quercus stellata</i>	Post oak	10"
<i>Quercus virginiana</i>	Live oak	20"
<i>Rhamnus caroliniana</i>	Carolina buckthorn	5"
<i>Rhus copallinum</i>	Winged sumac	Any
<i>Sabal palmetto</i>	Cabbage palm	10"
<i>Salix caroliniana</i>	Carolina willow	5"
<i>Salix floridana</i>	Florida willow	5"
<i>Salix nigra</i>	Black willow	5"
<i>Sambucus nigra</i> subsp. <i>canadensis</i>	Elderberry	Any
<i>Sapindus saponaria</i>	Soapberry	10"
<i>Sassafras albidum</i>	Sassafras	5"
<i>Sideroxylon alachuense</i>	Silver buckthorn	Any
<i>Sideroxylon lanuginosum</i>	Gum bumelia	Any
<i>Sideroxylon lycoides</i>	Buckthorn bully	Any
<i>Sideroxylon tenax</i>	Tough bully	3"
<i>Styrax americanus</i>	American snowbell	Any
<i>Symplocos tinctoria</i>	Horse sugar/sweetleaf	Any
<i>Taxodium ascendens</i>	Pond cypress	20"
<i>Taxodium distichum</i>	Bald cypress	20"
<i>Tilia americana</i> var. <i>caroliniana</i>	Carolina basswood	20"
<i>Ulmus alata</i>	Winged elm	10"
<i>Ulmus americana</i>	Florida elm	10"
<i>Ulmus crassifolia</i>	Cedar elm	10"
<i>Ulmus rubra</i>	Slippery elm	10"
<i>Vaccinium arboreum</i>	Sparkleberry, Farkleberry	3"
<i>Viburnum nudum</i>	Possumhaw viburnum	Any
<i>Viburnum obovatum</i>	Walter viburnum	3"
<i>Viburnum rufidulum</i>	Rusty blackhaw	3"
<i>Zanthoxylum clava-herculis</i>	Hercules club	5"

Table 406.16.2 Prohibited Non-Native Vegetation List	
Latin Name	Common Name
<i>Abrus precatorius</i>	rosary pea
<i>Albizia julibrissin</i>	silktree; mimosa
<i>Albizia lebbek</i>	woman's tongue
<i>Aleurites fordii</i>	tungoil tree; tung tree
<i>Anredera vesicaria</i> (<i>A. leptostachys</i>)	Texas medeira vine
<i>Antigonon leptopus</i>	coral vine
<i>Aristolochia littoralis</i>	elegant Dutchman's-pipe
<i>Asparagus densiflorus</i>	Sprenger's asparagus-fern
<i>Begonia cucullata</i>	wax begonia
<i>Broussonetia papyrifera</i>	paper mulberry
<i>Cinnamomum camphora</i>	camphor tree
<i>Clematis terniflora</i>	sweet autumn virginsbower
<i>Clerodendrum bungei</i>	rose glorybower
<i>Colocasia esculenta</i>	wild taro; dasheen
<i>Cyperus involucratus</i> (<i>C. alternifolius</i>)	umbrella plant
<i>Cyperus prolifer</i>	flatsedge
<i>Eleagnus pungens</i>	silverthorn
<i>Eriobotrya japonica</i>	loquat
<i>Hedera helix</i>	English ivy
<i>Ipomoea cairica</i>	mile-a-minute vine
<i>Koeleruteria elegans</i> (<i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold; golden raintree
<i>Lantana camara</i>	lantana; shrub verbena
<i>Leucaena leucocephala</i>	white leadtree
<i>Ligustrum lucidum</i>	glossy privet
<i>Livstonia chinensis</i>	Chinese fan palm
<i>Lonicera japonica</i>	Japanese honeysuckle
<i>Macfadyena unguis-cati</i>	catclaw vine
<i>Melia azedarach</i>	chinaberry tree
<i>Merremia dissecta</i>	cutleaf morningglory; wood rose
<i>Morus alba</i>	white mulberry
<i>Nandina domestica</i>	sacred bamboo; heavenly bamboo
<i>Nephrolepis cordifolia</i>	tuberous sword fern
<i>Oeceoclades maculata</i>	monk orchid
<i>Panicum repens</i>	torpedograss
<i>Pennisetum purpureum</i>	elephantgrass
<i>Pteris vittata</i>	Chinese ladder brake
<i>Rhynchelytrum repens</i>	rose natalgrass
<i>Ricinus communis</i>	castorbean
<i>Ruellia brittoniana</i> (<i>R. tweediana</i> in Wunderlin)	Mexican bluebell
<i>Sansevieria hyacinthoides</i> (syn. = <i>S. trifasciata</i>)	bowstring hemp; mother-in-law tongue
<i>Senna pendula</i> (syn. = <i>Cassia coluteoides</i>)	valamuerto; Bahama or Christmas senna

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Sesbania punicea	rattlebox
Solanum diphyllum	twoleaf nightshade
Syngonium podophyllum	American evergreen
Tradescantia fluminensis	basketplant; white-flowered wandering jew
Urena lobata	Caesarweed
Urochloa mutica (syn. = Brachiaria mutica)	paragrass
Wedelia trilobata	creeping oxeye
Wisteria sinensis	Chinese wisteria
Xanthosoma sagittifolium	arrowleaf elephantear

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 15-06, § 2(Exh. A), 4-14-15; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)



Tree Preservation in Developments BoCC Workshop

Jeff Hays, AICP
Growth Management Director
August 6, 2024

Board Direction

- **6/11/2024:** Ask that staff work with the applicant to identify ways in which we could have protected more trees and provide input and feedback to the board with regard to ways we could change code to increase tree protections within the urban services boundary. (Parker Road Cottages Preliminary Development Plan)
- **6/25/2024:** Requested a workshop to be scheduled 8/6/24



Current Natural Resource Protections

- Strategic Ecosystem – up to 50% of upland portion may be preserved
- Surface Waters and Wetlands –entire wetland and wetland buffer
- Significant Habitat- no more than 25% of upland portion of a parcel
- Significant Geologic Features – requires buffer; typically 75 feet
- Open Space – Conservation Management Area if applicable; then 10% for residential developments with locational criteria
- Tree Preservation

Current Comp Plan – Conservation and Open Space Element

Objective 5.2 – Open Space

- Open Space provided on at least 10 percent of every development (with exceptions)
- Open Space fulfilled first with conservation areas
- Additional Open Space shall be one piece of contiguous land at the periphery of the development to allow for connection to adjacent open space (with exceptions)



Current Comp Plan – Conservation and Open Space Element

Objective 5.4 Vegetation Management

- **Policy 5.4.1** Landscaping shall be compatible with the natural environment. Existing on-site vegetation shall be incorporated into landscape plans to the maximum extent practicable, according to the following priorities:...
- **Policy 5.4.2** New development shall conserve existing trees and native vegetation by use of sound arboricultural and horticultural practices that provide for the protection and long-term survival of the vegetation, as part of an overall strategy to achieve landscape, habitat preservation, and open space requirements. Conservation may entail grading restrictions, vegetation clustering, protective buffers, and density and intensity limitations, consideration of alternative layouts of permitted uses, and similar techniques that provide for the long-term survival of vegetation.

Current Comp Plan – Conservation and Open Space Element

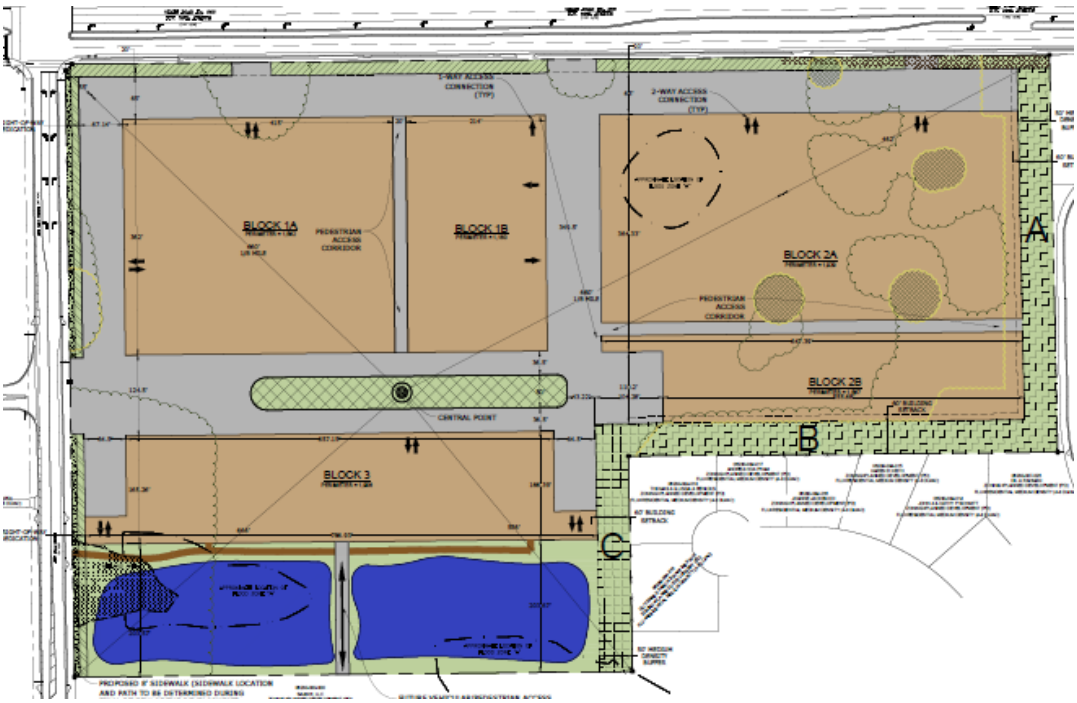
Objective 5.4 Vegetation Management

- **Policy 5.4.3** The County shall protect trees according to a species-specific hierarchy. Trees shall receive priority for protection based on species, in conjunction with other features including size, age, condition, historic association, and uniqueness. Removal or damage of champion trees shall be prohibited, and removal or damage of designated specimen trees shall be avoided, or mitigated if removal or damage cannot be avoided. Specific protections shall be provided in the land development regulations.
- **Policy 5.4.4** The County shall incorporate native vegetation into the landscaping and provide for continued maintenance of County-owned buildings and grounds.
- **Policy 5.4.5** The County shall promote the conservation of native vegetation removed during land-clearing and use of this resource for transplanting and revegetation.

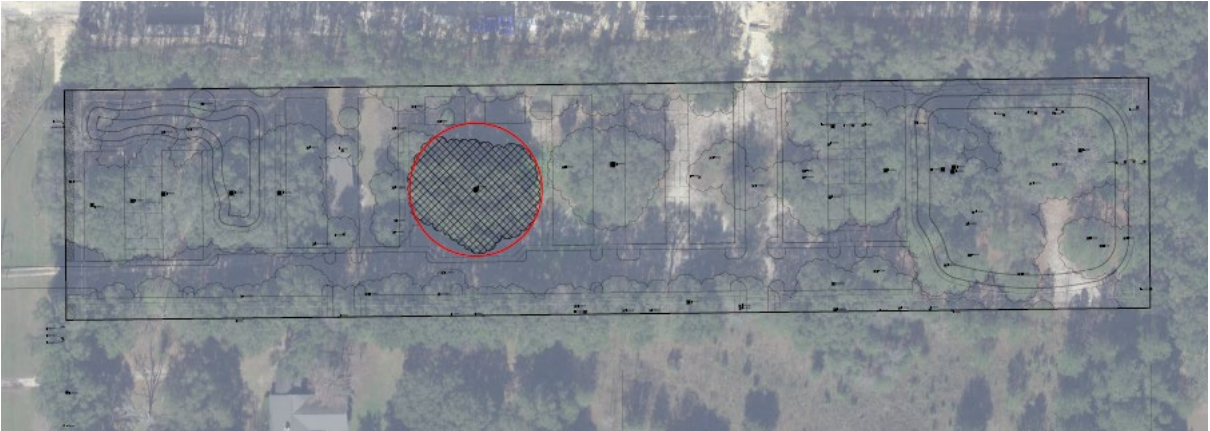
Current Tree Code – Retention Requirements

- 20% retention of existing tree canopy for all developments
- 10% retention if 90% of gross density is achieved
- 5% retention
 - TNDs/TODs
 - Cottage Neighborhoods
 - Affordable Housing
- 60-inch trees retained unless development cannot occur anywhere else on site or removal is unavoidable

Current Tree Code – Retention Requirements



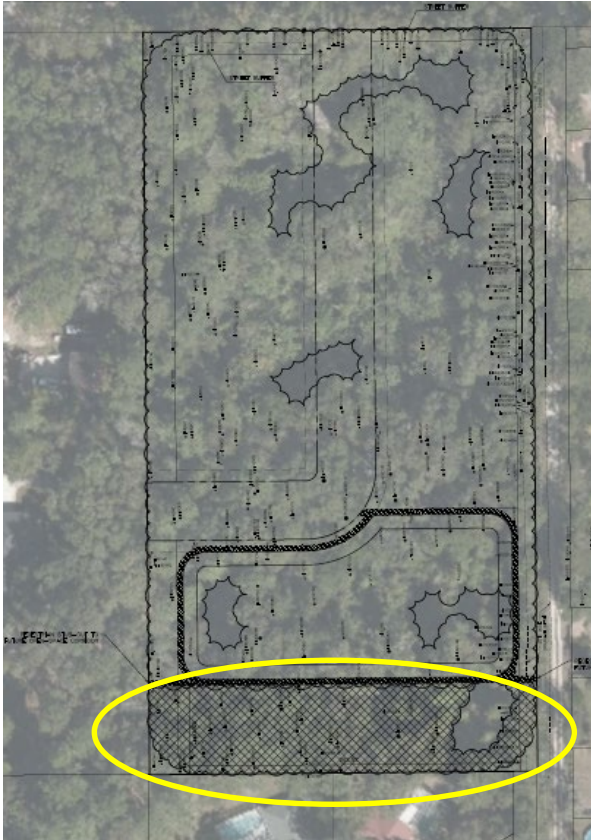
TND = 6%



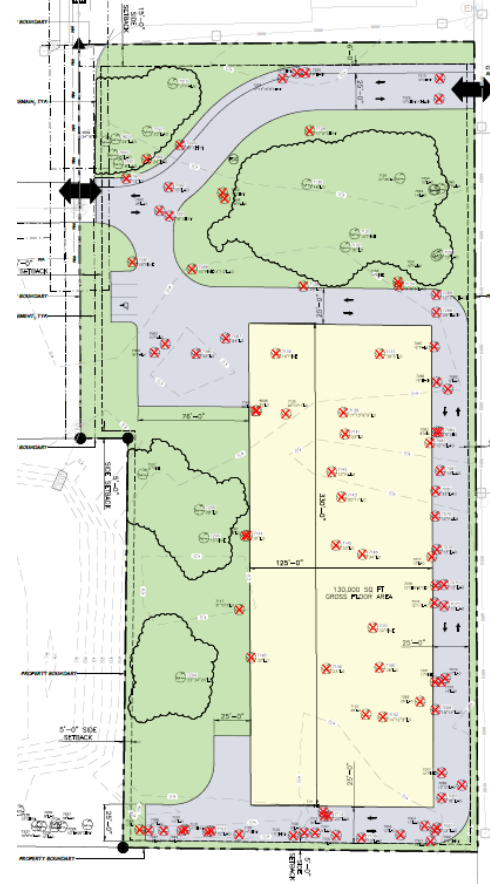
Cottage Neighborhood = 7%



Current Tree Code – Retention Requirements



90 percent density = 11.7%



Standard Development = 22%

Current Tree Code – Hierarchy of Preservation

Priority given to preserving native trees that exhibit a **combination** of the following characteristics **in the following order**:

- a. Location within a CMA required for preservation
- b. Are high quality champion, heritage, and specimen trees.
- c. Help to create, provide or extend connectivity or linkages to other natural areas in the form of tree and vegetation corridors.
- d. Exist in natural groupings.
- e. Complement the project design including enhancement of the architecture, landscape architecture, streetscape appearance.
- f. Are located in required buffer areas.
- g. Screen unpleasant views or augment desirable views.
- h. Provide shade to structures, areas, or activities within...the development



Current Tree Code – Protected Area

Sec. 406.12.5 (c):

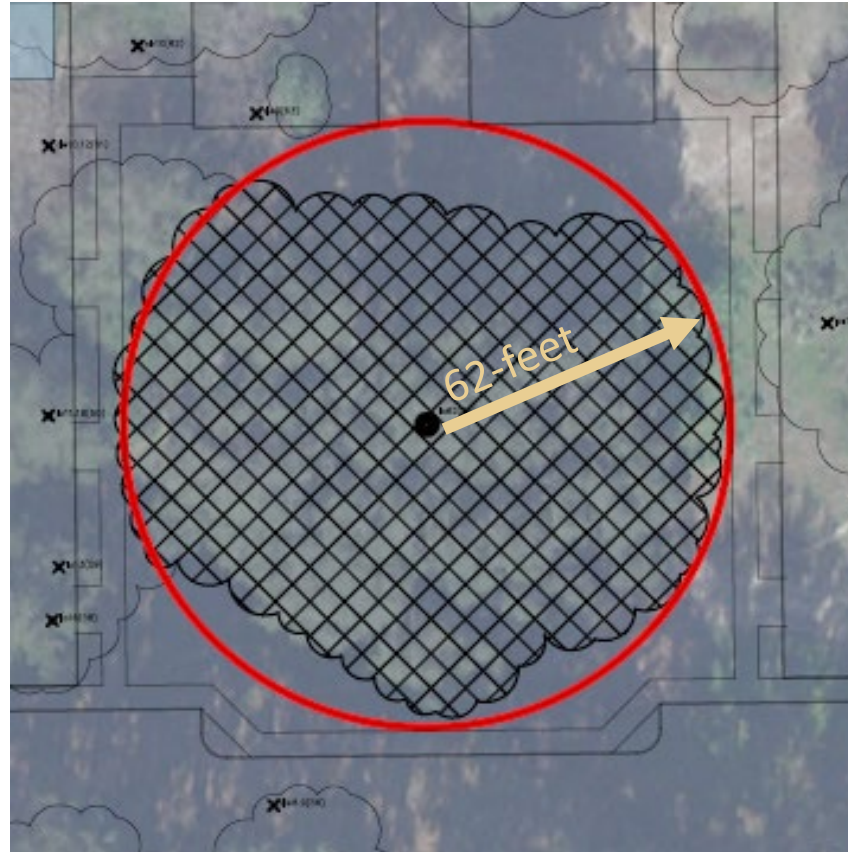
- Protected area equal to drip line of the tree unless larger area is more appropriate
- May be up to two (2) feet diameter of protection for every inch of tree trunk diameter



Image Source: Penn State Extension *Guide To Preserving Trees in Development Projects*

Current Tree Code – Protected Area

Example: A 62-inch tree could require up to 124 feet protected area (62 ft. radius from the tree)



Current Tree Code – Protected Area

406.12 (a)(4)

- Retaining more than the minimum is encouraged
- The undisturbed area may be reduced with County approval (50% max)
- No development activity within the root plate

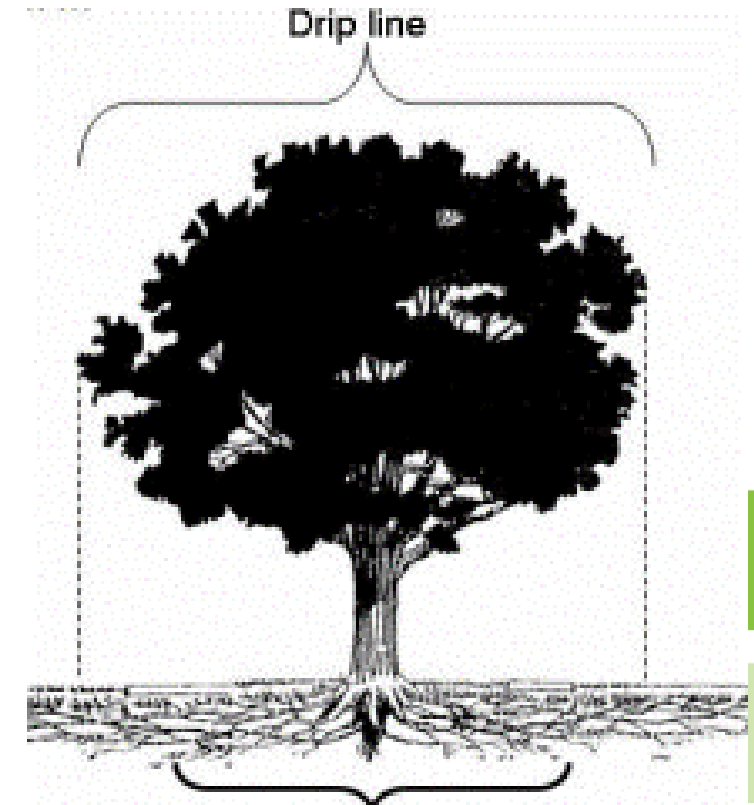
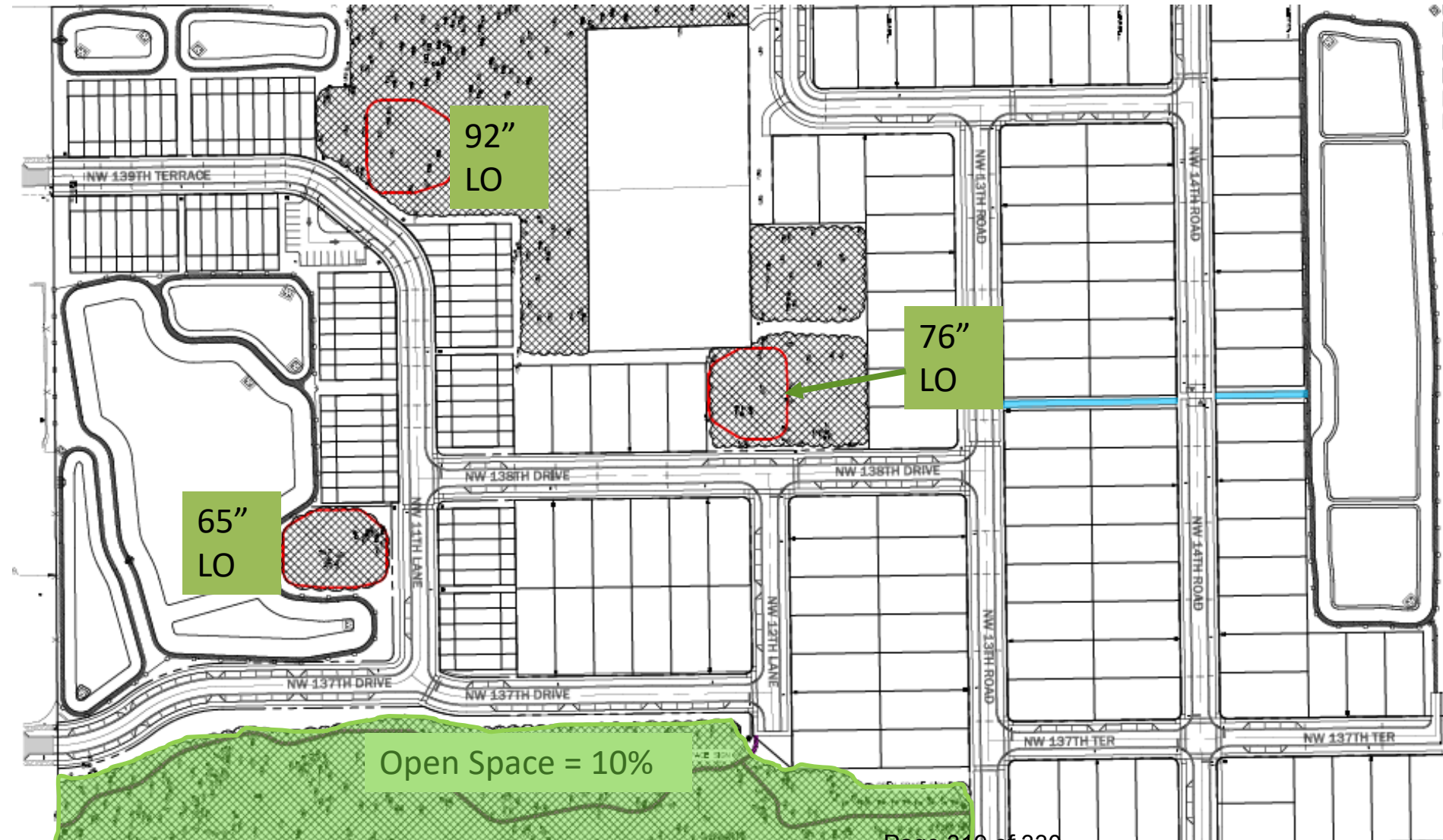


Image Source: Georgia Forestry Comm.

Examples – Tara Verde



29.7% Tree Preservation

Maximum density achieved
(4 du/ac) = 177



Examples – Tara Verde

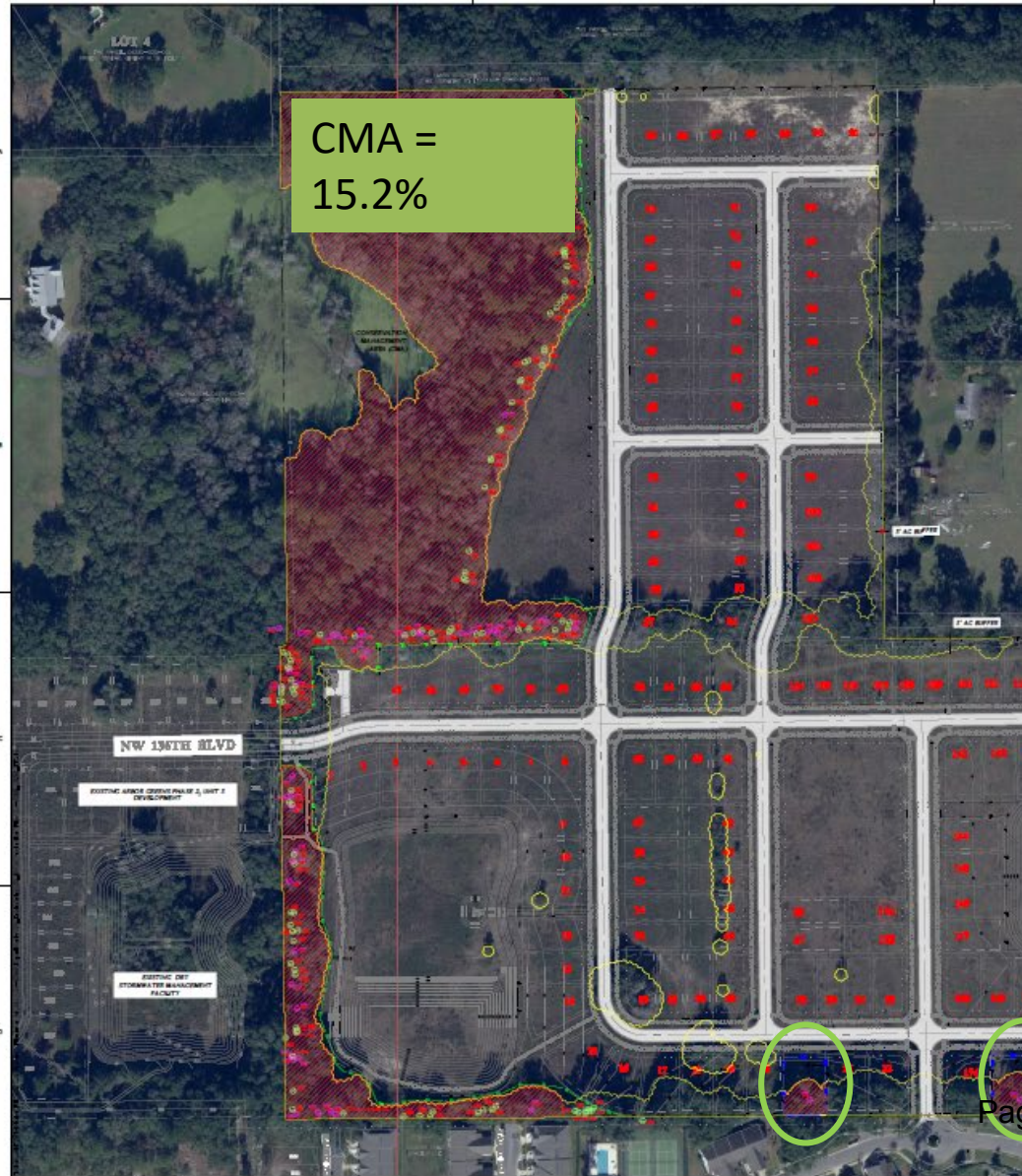


Trees removed include:

- 9 Live Oaks 40-59 inches
- 19 Live Oaks 30-39 inches



Examples – Buchanan Trails



Total retained = 66.82%

Density = 2.66 du/acre



Examples – Buchanan Trails

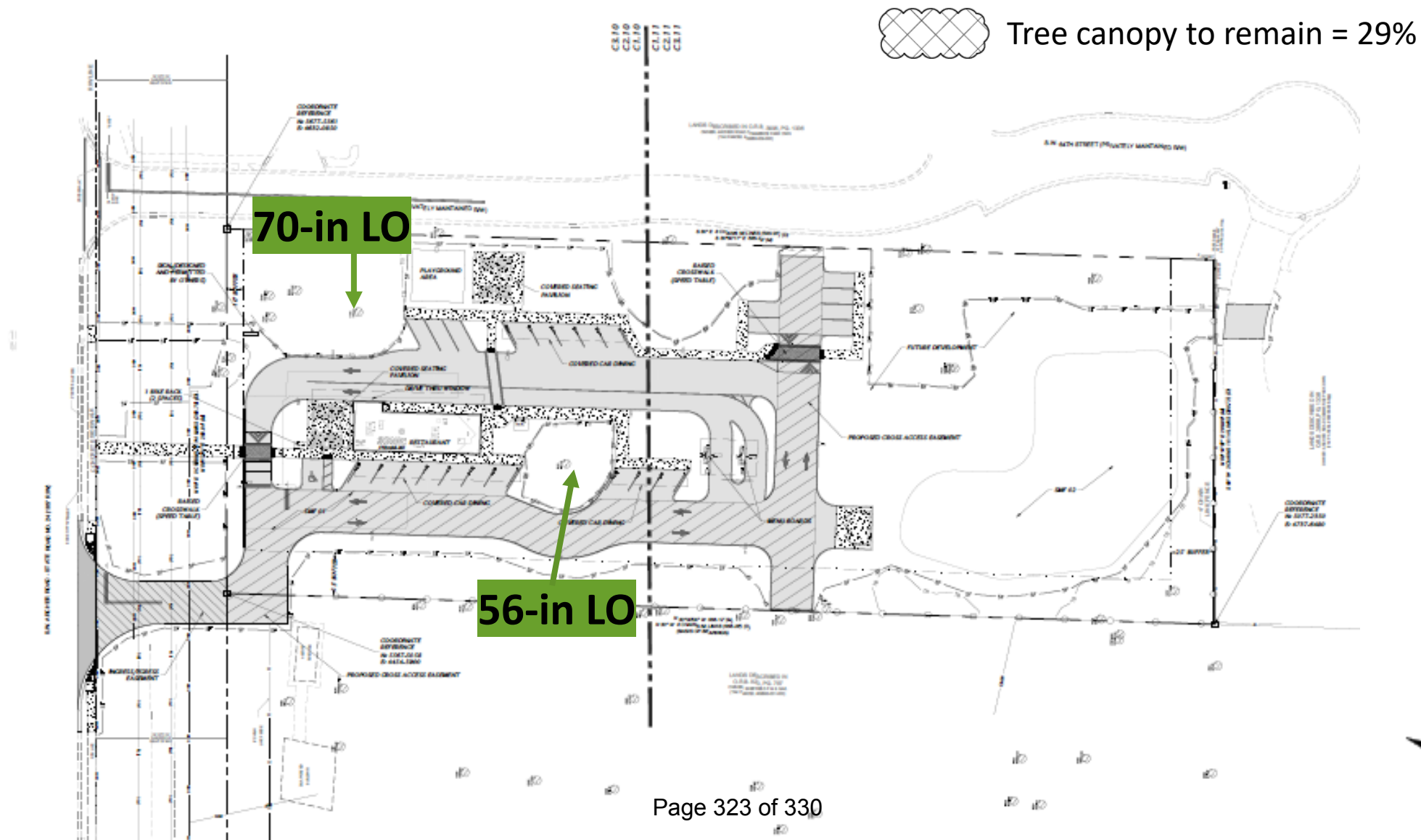


Trees removed include:

- 6 Live Oaks – 30-39 inches
- 9 Live Oaks – 40-49 inches
- 2 Live Oaks – 50-59 inches



Examples – Sonic on Archer Road



Current Tree Code – Mitigation

Table 406.13.1 Heritage Tree Replacement Rate	
DBH of tree to be replaced	Replacement Rate
20"-29"	Replacement 1" for 1"
30"-39"	Replacement above plus 1.5" for every inch between 30"-39"
40"-59"	Replacement above plus 3" for every inch between 40"-59"
60" +	Replacement above plus 4" for every inch 60" and above

406.13 (b)(5) - Impacts to any amount of dripline requires 50 percent mitigation.



City of Tallahassee (Sec. 5-83 Tree Protection):

Critical protection zone (CPZ): That area surrounding a tree within a circle described by a radius of one foot for each inch of the tree's diameter at breast height.

- Allow some impacts during construction per Director, with construction specifications in the LDR's
- No credit will be given and no debits will be charged for successfully mitigated trees
- Tree mitigation techniques listed in LDR's



City of Tallahassee (Sec. 5-85 Landscaping & Urban Forest)

Tree preservation is referred to as Urban Forest with credits and debits used through preservation (credits) and replanting (debits)

- Based on matrices of tree species, and sizes
- Different standards for different development types
 - Min. 10% urban forest, 5% replanting
 - No less than 30% of site containing both Urban Forest and Landscaping



Recapture Clause and Ag Exemption

Sec. 406.07 Recapture prior to submitting application

If site cleared within five years, development plan or zoning application required to restore or mitigate portion of parcel that would have required protection.



Source: Getty Images

Considerations

Longer Term

Evaluation and Appraisal Report (EAR) – 2025

- Stormwater
- Open Space

Climate Action Plan – Fall 2024

- Urban Forest Management Plan
- Significant Tree Habitat

Considerations

Short Term

- Size of trees to be retained
- Minimum percentage
- Hierarchy of trees
- Dripline impacts and mitigation (proportional mitigation?)/max protected areas



Discussion and Questions?



Figure 28. Properly preserved trees will provide benefits for a lifetime.