

# 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 <u>Facebook</u> and <u>YouTube</u> sites, and the county's <u>Video on Demand</u> 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

 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:

- 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.
- 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 be 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.



# Alachua County, FL

12 SE 1st Street Gainesville, Florida

# 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 14<sup>TH</sup>, 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.

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 |
| Line item 23 – Rough Grading                             |                   |
| Includes Labor, Service, Mobilization.                   | \$ 74 / cy        |
|  |                   |
| 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 canelled/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

#### BIOS

#### 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

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 – Pontificia 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, <a href="mailto:sanze@hillsboroughcounty.org">sanze@hillsboroughcounty.org</a>. (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, <a href="mailto:sgb375@yahoo.com">sgb375@yahoo.com</a>. (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, <u>Eduardo.rigotto@allianzparque.com.br</u>. 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, <a href="mailto:patrimonio@santosfc.com.br">patrimonio@santosfc.com.br</a>. 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 my 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 squire 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.



**Customer:** 

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

www.rentERG.com

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**

1

Page:

Invoice #... 403250-0001

6/28/24 Invoice date

6/12/24 8:00 AM Date out....

7/10/24 Billed thru.

Job Loc.... ATTN: PARKS AND REC, GAINESVI

**Job No.....** 09972319710

Job Ref #... P.O. #.... · Ordered By.. JEROME

Terms..... Net 30 Days

HOUSE ACCOUNT - B&M Sales Rep: Written by ...

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

Qty Equipment # Min Day Week 4 Week Amount

1 SKIDSTEER TRACK 2101 - 2300 L 515.00 1395.00 2850.00 2850.00

Model: SVL75-2 Ser #: KBCZ052CHL1L54256 SKH101 Make: KUBOTA

HR OUT1 1424.50 HR IN1 TOTAL: 1424.50

110.00 342.00 SKIDSTEER GRAPPLE ROOT ATTACH 110.00 886.50 1 886.50

23001114 Make: BLUE DIAMO Model: 106450 Ser #: 168399

SALES ITEMS:

Unit Price Qty Item number 1 **ENV** EΑ 149.460

ENVIRONMENTAL FEE

Sub-total: 3885.96

Damage waiver: 709.94

Exempt:

Total: 4595.90

149.46

6/12/24 THRU 7/10/24 BILLED FOR FOUR WEEKS 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. <u>Term</u>. 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. <u>Scope of Work</u>. 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. <u>Addendum</u>. 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 134<sup>th</sup> 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. <u>Insurance</u>: 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. <u>Background Checks</u>: 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. <u>Prevailing Wage</u>: 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** 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. <u>Public Records:</u> 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.
  - 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 1<sup>ST</sup> 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. <u>Venue</u>. 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. <u>Notice</u>. 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 134<sup>th</sup> 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. <u>Termination</u>.

- 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. <u>Amendment and Assignment</u>. 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 NAT<br>CERTIFICATE OF INCUMBENCY AND<br>RESOLUTION, LISTING THOSE AUTHO<br>BEHALF OF YOUR ORGANIZATION. IF A<br>SIGNATURE MUST BE NOTARIZED.<br>ALACHUA COUNTY, FLORIDA | D AUTHORITY, OR A CORPORATE RIZED TO EXECUTE CONTRACTS ON |
|  | R <sub>V</sub> ·  |
|  | By:<br>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

| No. W  |   | Agenda Ite   | m N° A-56  |
|--|---|--|--|
|  |   | Meeting Date 7/12  | /2023  |
| Consent Section  | Regular Section   | _ Public   | Hearing  |
| installation of natura<br>maintenance, and re  | al athletic turf (grass), m   | dder for ongoing and as-nowing, clay work, compre<br>troughout the county (241)<br>23,897,96.  | hensive field  |
| Department Name: Procuren  | ment Services   |  | V. 191   |
| Contact Person: Scott Str  | omer  | Contact Phone:   | 301-7095   |
| Sign-Off Approvals:<br>Tom Fesler  | 6/30/2023   | Scott Stromer  | 6/30/2023  |
| Assistant County Administrator Kevin Brickey   | Date 6/30/2023  | Department Director Sacha Brown-Taylor   |  |
| Management and Budget – Approved as to Financial Impact Accuracy N/A   | Date<br>N/A   | County Attorney –<br>Approved as to Legal Sufficiency  | Date   |
| Deputy or Chief County Administrator   | Date  |  |  |
| Award a five (5) year contract to as-needed purchases and install field maintenance, and related some creation Department at a total use throughout the County, whill include soil preparation, so related to turf installation and in Minority/Disadvantaged Wome   | to the only bidder, World<br>lation of natural athletic to<br>services at fields through<br>al cost of \$8,623,897.96.<br>ich includes 550 acres of<br>bidding, mowing, clay wo<br>maintenance. In this case<br>en Business Enterprise (I   | out (grass), mowing, clay<br>out the County (24197) for<br>There are over 223 natur.<br>Celebration Bermudagras<br>rk, sprigging, fertilizing, a<br>there were no Certified I<br>DM/DWBE) firms and no   | work, comprehensive<br>or the Parks &<br>al turf sports fields in<br>ss. The subject service<br>and other services<br>Disadvantaged<br>Registered Small  |
| Award a five (5) year contract to as-needed purchases and install field maintenance, and related some contract to the field maintenance, and related some throughout the County, which will include soil preparation, so related to turf installation and not Minority/Disadvantaged Wome Business Enterprise (SBE) firm was established for this procure budget, and purchase orders will financial Impact Statement:   | to the only bidder, World attion of natural athletic to services at fields through all cost of \$8,623,897.96. ich includes 550 acres of odding, mowing, clay wo maintenance. In this case on Business Enterprise (I as for the specified servicement. Funding is availa II only be issued against  | out (grass), mowing, clay out the County (24197) for There are over 223 nature Celebration Bermudagraserk, sprigging, fertilizing, and the the country of th | work, comprehensive or the Parks & al turf sports fields in ss. The subject services and other services Disadvantaged Registered Small tion goal or set-aside rtment's approved  |
| Staff's Recommended Board M Award a five (5) year contract t as-needed purchases and install field maintenance, and related s Recreation Department at a tota use throughout the County, whi will include soil preparation, so related to turf installation and n Minority/Disadvantaged Wome Business Enterprise (SBE) firm was established for this procure budget, and purchase orders will Financial Impact Statement: Funding is available in the requisesued against approved budget   | to the only bidder, World attion of natural athletic to services at fields through all cost of \$8,623,897.96. ich includes 550 acres of odding, mowing, clay wo maintenance. In this case an Business Enterprise (I as for the specified servicement. Funding is availad all only be issued against meeting department's appropriate of the service and the service are serviced as the service and the servic | out (grass), mowing, clay out the County (24197) for There are over 223 nature Celebration Bermudagraserk, sprigging, fertilizing, and the the country of th | work, comprehensive or the Parks & al turf sports fields in ss. The subject services and other services Disadvantaged Registered Small tion goal or set-aside rtment's approved  |
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List Attachments: Department Recommendation, Economic Development Compliance Memorandum, Bid Summary, Contract Documents



#### 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 RFO No. 24197 Athletic

Turf Installation, Mowing, and Maintenance Services /

Estimated at \$9,997,622.40

May 25, 2023

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

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.

- 2. Reference checks are satisfactory: YES □ NO (If no, provide an explanation)
- 3. Recommend award as responsive/responsible bidder: 

   YES □ NO (If no, provide an explanation)
- 4. Request Next Bidder? ☐ YES 🖾 NO
- 5. 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).
- 9. Funding: 🛮 Operating 🗆 Grant: Grant Title 🗆 Capital Project No(s): Purchase Orders will only be based quadrate and approved these two two budgets.

Enclosure

HCFLGOV.NET



#### 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

ASSISTANT COUNTY ADMINISTRATOR

Ron Barton

DATE: May 23, 2023

FROM:

SUBJECT:

TO: Connor Fletcher, Procurement Services

Gwen Sevaaetasi

Gwen Sevaaetasi, Minority & Small Business

Special Projects Coordinator

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

| Revised Notice of I  | intellet to 7 that a   |   | June 21, 2023   |
|--|--|---|---|
| arties with a grievance pertaining<br>he Protest Ordinance, which inch   | to this procurement shall provide the C<br>udes the Cone of Silence, may be viewed | s and Procedures and Cone of Silence the bidder(s) identified are being reco<br>County written notice no later than five (5) business days from the date the<br>I and downloaded at:  of prilinances, part, a findeld in COCOCRIA, CHZAD, ARTVIPR, DIVENCOP   | County posts this notice of intent to awa   |
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| Negatiation Corrency USD   |  |   |   |
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| Number of Awarded  | Subpliets  | Total Award Amount 8,623,897.98   |   |
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| Item Revision Category Name 760.  Supplier Site Supplier S | Target Value  Target Value   | Conert, Price  Current, Price  WORLD SPORTS TURF AND MARKETING LLC. Response-22046  Spend Authorized  Addive Included  Included  Included  I Vies  Vies  Upon Ten (c)   | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Suppose Selectionson Suppose Ste Response Status Shortlet Shitus Line Pricing response Price Line Pricing response Price Line Price Savings Line Price Savings Line Price Savings Line Price Revert Savings Line Price Revert Savings Line Price Revert Savings Line Price Revert Savings Line Type Qua Line Type Qua  | Target Value  Target Value   | County Frace  County Frace  WORLD SPORTS: TURF AND MARKETING LLC Response: 22046 Spend Authorized  Active Included:  1950.01  Visc  USM Ten (c) Strat Price Guirent Price   | Agreemien Culentey Agreemien Culentey Average Arroure  Agreemien Culentey Average Arroure  B. |
| Item Revision Category Name 760.  Supplier Site Supplier S | Target Value  Target Value  lance antity  00                                       | WORLD SPORTS TURF AND MARKETING LLC Response 22046 Spend Authorized Active Included  Vec  Vec  Vec  Vec  Vec  Vec  Vec  | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Earsoness Relationship. Suppose Status Category State Response Status Category Response Status Category Response Status Category Response Proce Line Pricing Response Proce Line Pricing Response Proce Line Pricing Response Proce Line Pricing Response Proce Line Category Line Category Name 750.  | Target Value  Target Value   | Courset, Price  Courset, Price  WorkLD SPORTS: TURF AND MARKETING LLC  Response: 22046  Spend Authorized  Active Included  Included  INCLUDENT TO IT (*)  Start Price  Courset Price  WORLD SPORTS TURF AND MARKETING LLC  Response: 22046  | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Earsone's Relationsong Supplier Site Response Status Shortins Status Unit Price Status Unit Price Savings Unit P | Target Value  Target Value  lance antity  00                                       | WORLD SPORTS TURF AND MARKETING LLC Response 22046 Spend Authorized Active Included  Vec  Vec  Vec  Vec  Vec  Vec  Vec  | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Barone's Relationism Supplies Site Response Status Shorties Status Shorties Status Unit Price Savings Price Unit Price Savings Unit Unice Savings Unit Unice Savings Vest of Savings Warrd Decision World Warrd Decision World Lare Type Qua Item Revision Category Name 790.  Barone's Heliationship Supplies Site Response Status  Supplies Site Response Status   | Target Value  Target Value  lance antity  00                                       | WORLD SPORTS TURF AND MARKETING LLC Response - 2046 Spend Authorized Active Included  INCLUDENT TO  | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Suppose Site Response Site Response Status Shortfat Status Line Pricing Response Price Line Pricing Line Pricing Line Type Qua Line Revision Category Mame 790.  Buromess Helationerup Suppose Site Response Status Sortius Setsus   | Target Value  Target Value  lance antity  00                                       | Courset, Price  Courset, Price  WorkLD SPORTS: TURF AND MARKETING LLC  Response: 22046  Spend Authorized  Active Included  Included  INCLUDENT TO IT (*)  Start Price  Courset Price  WORLD SPORTS TURF AND MARKETING LLC  Response: 22046  | Agreemen Cularity Agreemen Cularity Award Arroun  Agreemen Cularity Award Arroun  Savings     |
| Item Revision Category Name 760.  Supplies Relationistic Supplies Site Response Status Shortins Status Category Response Status Category Response Proces Unit Price Savings Preference Savings Unit Price Unit Price Unit Price Savings Saving | Target Value  Target Value  lance antity  00                                       | WORLD SPORTS TURF AND MARKETING LLC Response - 2046 Spend Authorized Active Included  INCLUDENT TO  | Agreemen Culonity Average Agreemen Culonity Award Arrours Savings Savings                     |
| them Stevenson Category Name 790.  Surprise Relationoring Suppose See Relationoring Suppose Stevenson Status Shorting Status Shorting Status Unit Price Savings Precent Award Decision Warrd Decision Suppose Status Status Unit Price Savings Precent Award Amount Status S | Target Value  Target Value  lance antity  00                                       | Shell Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response 2046 Spend Authorized Active Included | Agreemen Culonity Average Agreemen Culonity Award Arrours Savings Savings                     |
| Item Revision Category Name 760.  Euroness Helationson Suppose Stee Response Status Shortida Shatus Line Pholog Response Froe Line Helationson Response Froe Line Helationson Response Froe Line Helationson Response Froe Line Helation Line Reseauch Category Name 780.  Buroness Helationson Suppose Status Sorories Status Line Practing Line  | Target Value  Target Value  lance antity  00                                       | Shell Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response 2046 Spend Authorized Active Included | Agreemen Culonity Average Agreemen Culonity Award Arrours Savings Savings                     |
| Item Revision Category Name 790.  Estimates Helatinosing Supplier Site Response Stealis Shortist Status Unit Price Savings Woord Armoure Never in Buyer Mitter Savings 3 Year 1:Sulfur Applied for PH Ba Lite Type Qua Item Revision Category Name 790.  Buronie on Helatinoship Supplier Site Price Savings Savings Status Category Name 790.  Buronie on Helatinoship Supplier Site Price Price Savings Lite Price Savings Lite Type Category Lite Price Savings Lite Type Category Lite Price Savings Lite Type Savings Lite Type Category Lite Price Savings Lite Type Category Lite Lite Lite Lite Lite Lite Lite Lite  | Target Value  Target Value  lance antity  00                                       | Shell Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response 2046 Spend Authorized Active Included | Agreemen Culonity Average Agreemen Culonity Award Arrours Savings Savings                     |
| Item Revision Category Name 790.  Bissiness Helationiship Suppair Site Response Status Shortlat Shakis Unit Price Savings Prisciples Savings Unit Price Savings Unit  | Target Value  Target Value  lance antity  00                                       | Shell Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response 2046 Spend Authorized Active Included | Agreemen Culonity Average Agreemen Culonity Award Arrours Savings Savings                     |

| August Resource  | 7  |  |   |
|--|--|--|---|
| Award Amaunt.<br>Feter to Buyer                        |  | 6,300,00   |   |
| dachments  | +  | No   |   |
| and reports  |  | , I'c  |   |
| Year 1: Approved Topsoil                               |  |  |   |
|  |  | 1000 Table 1874  |   |
| Liver Type: Quantity                                   |  | UOM Ton (s)  | Agrimming Quantey 10  Avent Amount 490.00 |
| item Revision  |  | Start Price<br>Current Price   | Award Amount 490,00<br>Savings            |
| Category Name 790.00                                   |  | (Willess Files   | Savings                                   |
| category Home 700.00                                   |  |  | Conings                                   |
|  | T  | WORLD SPORTS TURF AND MARKETING LLC  |   |
|  | Target Value   | Response: 22048  |   |
| Susmes: Relitionship                                   | H.P.   | Spend Authorized   |   |
| Supplier Site  |  |  |   |
| Response Status<br>Shortlist Status                    |  | Adive<br>Included  |   |
| ine Pricing  | 4  | Included   |   |
| esponse Price  | T  | 4900   |   |
| Int Price Savings                                      |  |  |   |
| Int Price Salings Percent                              |  |  |   |
| Award Decision   | 5  |  |   |
| Award Quantity   |  | Yes  |   |
| Sward Minount  | 1  | 490.00   |   |
| Note to Buyer  | 1  | 490,00   |   |
| Attachments  |  | Wo   |   |
|  |  | *  |   |
| Year 1: Clay Repair - Basic                            |  |  |   |
| Line Type Quantity                                     |  | UOM Square Foot (Feet)   | Agreement Quantity 50000                  |
| Line Type Muantity                                     |  | Shart Price  | Avead Arrount 88,200.00                   |
| Item Revision  |  | Oursett Price  | Sawngs                                    |
| Category Name 790.80                                   |  |  | Savings                                   |
| and the second second                                  |  | The state of the s |   |
|  | August 1991  | WORLD SPORTS TURF AND MARKETING LLC  |   |
| Const. Politicana                                      | Target Value   | Response, 22046  |   |
| usiness Relationship                                   |  | Spend Authorized   |   |
| oppier Site<br>Jesponse Status                         |  | Active   |   |
| Shortfist Stellus                                      |  | Included:  |   |
| Ine Pricing  | P.   |  |   |
| Pesponies Price  |  | 147  |   |
| Int Price Savings                                      |  | 4  |   |
| Int Frice Savings Percent                              | N  |  |   |
| ward Opcision  |  | Est.   |   |
| Award Duenlity   | 800  | Yes and the second   |   |
| Iward Amount   | - 500  | 88,200.00  |   |
| Note to Buyer  | 1  |  |   |
| Amachments   |  | No   |   |
| and the same of the same                               | 2  |  |   |
| 6 Year 1: Clay Repair - Premier                        |  |  |   |
| Line Type Quantity                                     |  | UCIM Square Foot (Feet)  | Agreement Quantity 60000                  |
| (tem)  |  | Start Price  | Award Amount 154,200.00                   |
| Item Egyision  |  | Current Price  | Savings                                   |
| Category Name 790.00                                   |  |  | Sawngs                                    |
|  | To the second se | WORLD SPORTS TURF AND MARKETING LLC  | 100                                       |
|  | Target Value   | Response: 22046  |   |
| usiness Relationship                                   |  | Spend Authorized   |   |
| Supplier Site  |  |  |   |
| esponse Status   |  | Adwe   |   |
| Shortlest Status                                       |  | included.  |   |
| ine Pricing  |  |  |   |
| Response Price<br>Int Price Savings                    |  | 257  |   |
| Unit Price Savings Percent                             | 1  |  |   |
| Award Decision   |  |  |   |
| Avyard   | T  | Yes  |   |
| ward Carantily   | 600  |  |   |
| ward Amount  | 0  | 164,200,00   |   |
| Vote to Guyer  | 14   |  |   |
| stachments   | 71   | NB.  |   |
| Year 1: Sod Repair: 1 to 6,599 sq. ft. of              | Bermuda Grass  |  |   |
|  | MANUAL MINES.  |  |   |
| Line Type: Quantity                                    |  | HOM Square Foot (Feet)   | Agreement Curantity 20000                 |
| Item   |  | Stain Pritte   | Awarit Amount 50,000,00                   |
| item Revision  |  | Climent Price  | Savings                                   |
| Category Name 790.00                                   |  |  | Savings                                   |
|  | -  | WORLD SPORTS TURF AND MARKETING LLC  |   |
|  | The State of the S | THOREO OF UNITS TONY WHO WHATE INTO LLC  |   |
|  | TerperValor  | Resnance: 22048  |   |
| inchess Relations o                                    | Target Value   | Response: 22048<br>Spend Authorized  |   |
| susiness Relationship<br>Supplier Site                 | TargerValue  | Spend Authorized   |   |
| iumess Relationing<br>supplier Site<br>Praporae Stitus | TargerValos  |  |   |

| Shortlist Status   | 1  | Included  | ]   |
|--|--|---|---|
| Ine Pricing<br>Tespense Price  |  | 25  | 4   |
| Int Price Savings  |  | ¥6  | 4   |
| Int Price Savings Percent  |  |   | 4   |
| ward Decision  |  |   | -1  |
| AMAINTU  | 1  | Yes   | 1   |
| Award Quantity   |  | 20000 2000  | ii ii   |
| Award Amount   | 1111                                     | 50,000,0  | 9   |
| Note to Guyer  | 101                                      |   | 3   |
| Attachments  | 101                                      | No  | ]   |
| Year 1: Sod Repair: 6,600 to 19;                                     | 799 sq. ft. of Bermuda Grass             |   |   |
|  |  |   |   |
| Line Type Qua  | ntity                                    | UOM Square Foot (Feet)  | Agreement Quantity 2000                         |
| (terr)   |  | Start Price   | Award Amount 35,000.0                           |
| Item Revision Category Name 790                                      | Sec.                                     | Current Price   | Savings   |
| Eatiflity region vao:  |  |   | Savings   |
|  | 1  | IWORLD SPORTS TURF AND MARKETING LLC  | 1   |
|  | Target Value                             | Response: 22046   |   |
| susmess Relationship   |  | Snend Authorized  | 1   |
| Supplier Sire  |  |   | 1   |
| Vesponse Status  | 11                                       | Adive   | 1   |
| Shortlist Status   |  | Included  | ]   |
| Line Pricing   |  |   | 1   |
| Response Price   |  | -17   | 2   |
| Init Price Savings<br>Init Price Savings Plement                     |  |   | 4   |
| Award Decision   |  |   | 4   |
| Award Decision   | 7  | Van   | 4   |
| Award Duantity   |  | 20000 2000  | al  |
| Award Amount   |  | 35,000.0  | ő e   |
| Note to Buyer  |  |   | 1   |
| Attachments  | 100                                      | / No  | 1   |
| Lene Type Qua<br>Item<br>Item Revision<br>Category Name <b>790</b> . |  | Smit Rribe<br>Coursel Price   | Award Amount. 27,000.                           |
| Laterrary Name 790.  | 00                                       |   | Savings   |
|  | L. War                                   | WORLD SPORTS TURE AND MARKETING LLC   |   |
|  | Target Value                             | Response, 22045   |   |
| Business Relationship  |  | Spend Authorized  | 1   |
| Supplier Site  |  |   | 4   |
| Response Status<br>Shortlist Status                                  | 142                                      | Active<br>Included  | 4   |
| Line Pricing   |  | Included  | -   |
| Response Price   |  | 13  | 5   |
| Unit Price Savings   |  |   | 1   |
| Init Price Savings Percent.  |  |   | 1   |
| Award Decision   |  |   | 1   |
| Award Doshley  |  | ZURBU 2000  | 2   |
| Avord Amount   |  | 20000 20000   | 4   |
| Note to Buyer  |  | 27,000,0  | 4   |
| Vote to Buyer<br>Attachments   |  | Ne  | 1   |
| Had Grients  |  | , NC  | 4   |
| 10 Year 1: Celebration Barmuda 5                                     | Sodding: Including materials, turf eras  | lication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599   | (sq.ft)   |
|  | The street will be a second with the     |   | Anceement Granting 2000                         |
| Line Type Qua  | untity                                   | UOM Square Foot (Feet)<br>Start Prior   | Agreement Quartity 2000<br>Award Amount 60,000. |
| Item Revision  |  | Ourent Price  | Savings 60,000.0                                |
| Category Name 790  | 90                                       | CANTERSTINE   | Sayinga   |
| -2-phart manne 1941  |  |   | 500,000   |
|  |  | WORLD SPORTS TURF AND MARKETING LLC   | 7   |
|  | Target Value                             | Response: 22048   | 4   |
| Business Relationship  |  | Spend Authorized  | 1   |
| Supplier Site .  |  |   | 1   |
| Pesponse Status  |  | Active  | 1   |
| Shortlist Status   | 4 14                                     | Included  | 1   |
| ine Pricing  | 24                                       |   |   |
| response Price   |  | 25  | 4   |
| Int Price Savings  |  |   | 4   |
| Ont Price Savings Percent<br>Ward Decision                           |  |   | 4   |
| AWard  | _  | Vec   | 4   |
| Award Coantity   |  | 20000 2000  | al l  |
| Award Amount   | 161                                      | 50,000,0  | of .  |
| Note to Guyer  |  |   | 1   |
| Attachments  |  | No  | 1   |
| Maria Zan-Ali  | Name and a second                        | AND THE RESIDENCE OF THE PARTY | The Atlanta                                     |
| 11 Year 1: Celebration Bermuda 5                                     | Sodding: Including materials, turf erail | lication, grading/topooil and irrigation and turf application, etc. (6,600 to 1   | 9,799 sq. ft.                                   |
| triangle and the second  | ava.                                     | grave the same of the same of   | Agreement Quantity 2001                         |
| Line Type Qua  | noty                                     | UOM Square Foot (Feet)  | Agreement Quantity 200<br>Award Amount 35,000   |
| Item Revision  |  | Current Price   | Savings   |
| PELLI MENING   |  | Settlement 1962   | 20011/Ar  |
|  |  |   |   |

|  |                              | WORLD SPORTS TURF AND MARKETING LLC  |  |
|--|------------------------------|--|--|
| wines: Relationship  | Target Value                 | Response: 22046  |  |
| uppler Site  |                              | Spanu examples   |  |
| inspuried Status   |                              | Adim   |  |
| hortlist Status  |                              | Included   |  |
| ine Pricing  | -                            | 170  |  |
| esponse Price<br>int Price Savings   | _+                           | 1/5  |  |
| nit Price Savings Percent  | - 1                          |  |  |
| ward Decision  | 100                          |  |  |
| ward Oxanbly   |                              | Yes  |  |
| ward Carantty<br>Ward Amount   | - 1                          | 20000  |  |
| ote to Buyer   |                              | 30,000,00  |  |
| taciments  |                              | No.  |  |
| A CONTRACT OF  | An I TAY NOT THE REST. A. S. | NAME OF TAXABLE PARTY OF TAXABLE PARTY.  |  |
| Line Type <b>Guant</b><br>Item<br>Item Royclon<br>Category Name <b>790.00</b>  | ity                          | tication, gradingtop soil and irrigation and turf application, etc. (19,800 sq.<br>UOM Square Foot (Feet),<br>Stati Price<br>Current Price   | Agreement Quaritity 2000 Award Amount 25,000 Savings Savings   |
|  | All and a second             | WORLD SPORTS TURF AND MARKETING LLC  |  |
|  | Target Value                 | Response: 22046  |  |
| usiness Relationship   |                              | Spend Authorized   |  |
| oppler Site  | 1431                         |  |  |
| esponse Status<br>horder Status  |                              | Active   |  |
| ne Pricing   | 1                            | Included   | 8  |
| esponse Price  | T                            | 1.75   |  |
| nit Price Savings  |                              |  |  |
| nt Price Savings Percent<br>ward Decision  |                              |  |  |
| ward Decision  |                              | The state of the s |  |
| ward Dearlity  |                              | 2000   | •  |
|  |                              |  |  |
|  |                              | 26,000,00  |  |
| ore to Suyer trachments  3 Year 1: Bahla Sod Installation Line Type: Quantillerin  | isy                          | No.  UOM Square Foot (Feet) Stat Price   | Agreement Quantity Avend Amount 35%  |
| one to Guyer<br>trachments<br>3 Year 1: Bahia Sod Installation<br>Line Type Quant  |                              | No.  UGM Square Foot (Feet)  | Agreement Quartey Ayend Amount 308 Savings Savings   |
| ofe to Suyer<br>tachments<br>Year 1: Bahla Sed Installation<br>Line Type: Quanti<br>Items  |                              | No.  UOM Square Fost (Feet) Stat Price Oursel Price  (WORLD SPORTS TURE AND MARKETING LLC  | Award Amount 356<br>Savings  |
| ofe to Enyere trachments  9 Year 1: Bahla Sod Installation Line Type: Quanti Item Item Caregory Name: 750.00   |                              | No.  UOM Square Foot (Feet) Stat Price Oursel Price.  WORLD SPORTS TURF AND MARKETING LLC Response: 20046  | Award Amount 356<br>Savings  |
| one to Buyer trachments 3 Year 1: Bahia Sod Installation Line Type: Quant them term Revision Category Name 790.00  |                              | No.  UOM Square Fost (Feet) Stat Price Oursel Price  (WORLD SPORTS TURE AND MARKETING LLC  | Award Amount 356<br>Savings  |
| ofe to Eugen trachments  3 Year 1: Bahle Sod Installation Line Type: Quanti Item Item Category Name 790.00 usanese Relationation uppler Site   |                              | No.  JOM Square Fost (Feet) Stat Price Oursel Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized  | Award Amount 356<br>Savings  |
| one to Enymer trachments  3 Year 1: Bahla Sed Installation Line Type, Quanti term Item Revissor Category Name 790,00  usanese Relationship uppler Side esponse Status  |                              | No.  UOM Square Foot (Feet) Stat Price Oursel Price.  WORLD SPORTS TURF AND MARKETING LLC Response: 20046  | Award Amount 356<br>Savings  |
| ofe to Enyer trachments  3 Year 1: Bahla Sod Installation Line Type Quant term light Revision Category Name 790,00  usaness Rebbondup impler Side esponse Status bordist Category parter Side  |                              | No.  JOM Square Foet (Feet) Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized  Active Included   | Award Amount 356<br>Savings  |
| one to Eugener trachments  Year 1: Bahla Sod installation Line Type: Quanti Item Item Revision Category Name 790.00  usane se Relationable upplier Side eaconse Status no Pricing seconse Proce  |                              | No.  JOM Square Foet [Feet] Stat Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active   | Award Amount 356<br>Savings  |
| one to Enyere tachments  Year 1: Bahla Sod installation Line Type, Quanti Item Item Item Revision Category Name 790.00  usiness Relationarily applier Site essocrae Status ordist Status ordist Status es Pricing esponse Fince esponse Shop esponse Fince esponse Shop esponse Fince esponse Shop esponse Fince esponse Fince esponse Fince esponse Fince esponse Fince esponse Fince   |                              | No.  JOM Square Foet (Feet) Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized  Active Included   | Award Amount 356<br>Savings  |
| one to Eugener trachments  8 Year 1: Bahla Sod Installation Line Type Quanti Item Item Revision Category Name 790.00  usine 6: Rebisonidap  public Status no Pricing seponse Price in Price Savings Percent  |                              | No.  JOM Square Foet (Feet) Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized  Active Included   | Award Amount 356<br>Savings  |
| one to Eugener trachments  9. Year 1: Bahla Sod Installation Line Type: Quanti Item Revision Category Marine 790.00  Usone 6: Rebisonadup Lippier Side esportus Status no Pricing esportus Price esportus |                              | No.  UOM Square Fost (Feet) Stat Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Andhorized Active Included  U.88  | Award Amount 356<br>Savings  |
| one to Euryers trachments 3 Year 1: Bahla Sod Installation Line Type Quanti Item Line Type Quanti Item Category Name 780.00  usaness Netitionatup Inpuler Site escoraes Status InoPricing escoraes Status In Pricing escoraes Savings Int Price Savings Percent ward Decision ward Decision  |                              | No.  JOM Square Feet (Feet) Start Price  Quirent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  U.88  | Award Amount 356<br>Savings  |
| one to Euryer trachments  S Year 1: Bahla Sod Installation Line Type: Quanti litem Revision Category Marie 790.00  usane se Relationship implier side esconce Status bordest Catus nor Pricing esconce Savings in Pricing Savi |                              | No.  UOM Square Fost (Feet) Stat Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Andhorized Active Included  U.88  | Award Amount 356<br>Savings  |
| one to Eugene trachments  8 Year 1: Bahla Sod Installation Line Type: Quanti Item Revision Category Name 790.00  usiness Preliaguandhip uppler Side eaponse Status northet Status no Prising esponse Price nis Price Savings Precent ward Desiston ward Usingby ward Lineaby ward Lineaby ward Lineaby ward Lineaby  |                              | No.  JOM Square Feet (Feet) Start Price  Quirent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  U.88  | Award Amount 356<br>Savings  |
| one to Eugener trachments  8 Year 1: Bahla Sod installation Line Type: Quanti Item Item Revision Category Name 790,00  usane se Preliaguando publier Side esponse Status no Pricing esponse Price nis Price Savings nis Price Savings nis Price Savings nis Price Savings ward Category wa | Target Value                 | No.  JOM Square Foot (Feet) Stat Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Active Included  USB  VEL 400 S66,00  | Award Amount 356<br>Savings  |
| one to Eugener trachments  8 Year 1: Bahla Sod installation Line Type: Quanti Item Item Revision Category Name 790,00  usane se Preliaguando publier Side esponse Status no Pricing esponse Price nis Price Savings nis Price Savings nis Price Savings nis Price Savings ward Category wa | Target Value  Recotilly      | No.  JOM Square Foot (Feet) Stat Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Active Included  USB  VEL 400 S66,00  | Agreement Cuantity 40  |
| one to Guyen trachments 3 Year 1; Bahla Sed Installation Line Type Quanti Item Revision Category Marie 790,00  usaness Nelsourchip Intuition Title esporass Status hordist Seatus hordist Seatus hordist Seatus response Searus portion Price In Item Revision International International Intuition Int | Target Value  Retotilly      | No.  UOM Square Fost (Feet) Stat Price  Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Andiomena Active Included  USB  Visa 400 SSEND No  UCM Square Foot (Feet) Start Price  Current Price   | Agreement Quantity Avecad Arround Agreement Avecad Arround Asserting 400 Avecad Arround Avecad Arround Savings   |
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| one to Eugener trachments 3 Year 1: Bahla Sod installation Line Type Quanti Item Revisson Category Marine 790.00  Lisene S: Relationship Line Price Savings International Status  | Target Value  Retotilly      | No.  JOM Square Foot (Feet) Stat Price  Durrent Price.  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  U.88  Ves  4UJ  Ves  4UJ  WORLD SPORTS TURE AND MARKETING LLC Stat Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  | Agreement Quantity Avecad Arround Agreement Avecad Arround Asserting 400 Avecad Arround Avecad Arround Savings   |
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| one to Eugene trachments  8 Year 1: Bahla Sod Installation Line Type: Quanti Item Revisson Category Marine 790.00  usanes: Relationable upper Side esportse Status northet Catus no Pricing esportse Status northet Catus no Pricing esportse Price savings Percent ward Decision ward Savings I Year 1: Laser Level Ballifield (No Line Type: Quanti tem Revisson Category Name 790.00  usanes: Sealistic Side usanes: Seali | Target Value  Retotilly      | No.  JOM Square Foot (Feet) Stat Price  Durrent Price.  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  U.88  Ves  4UJ  Ves  4UJ  WORLD SPORTS TURE AND MARKETING LLC Stat Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  | Agreement Quantity Avecad Arround Agreement Avecad Arround Assessment Assessm |
| one to Eugener trachments  S. Year 1: Bahla Sod Installation Line Typic Quanti Item Revision Category Marie 790,00  usaness Relationship intuities of the Control usaness Relationship esponde Price is Price Savings intuities i | Target Value  Retotilly      | WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  USB  VES  400  VES  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized  Active Included  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  MORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  | Agreement Quantity Avecad Arround Agreement Avecad Arround Assessment Assessm |
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| one to Eugene trachments  Year 1: Bahla Sod Installation Line Typic Quanti Item Revision Category Marie 750.00  usone 5: Helsbondup  uppeer Site esponse Proce nit Proce Savings no Pricing esponse Proce nit Proce Savings Percent ward Decision ward usone 5: Laser Level Ballfield (No Line Typic Quanti Item Devision Category Name 750.00  Line Typic Processor  Line Typic Pro | Target Value  Retotilly      | WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  USB  VES  400  VES  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized  Active Included  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  MORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  | Agreement Quantity Avecad Arround Agreement Avecad Arround Assessment Assessm |
| Item Revision Category Name 780.00  usane SE Relationship upplier Site esponse Satins northest Settins Ind Pricing esponse Proce ins Pricing esponse Proce item Pricing item Previous Category Name 790.00  usates Settins item Previous category Name 790.00  usates Settins item Pricing esponse Proce ins Pricing esponse Proce ins Pricing esponse Proce ins Pricing esponse Proce ins Pricing esponse Savings Percent   | Target Value  Retotilly      | WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  USB  VES  400  VES  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized  Active Included  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  MORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  | Agreement Quantity Avecad Arround Agreement Avecad Arround Assessment Assessm |
| core to Guyer  thochments  3 Year 1: Bahla Sod installation  Line Typic Quanti item Perisson  Category Marie 790,00  Items Perisson  Encores Status  Ina Pricina  Savings Percent  ward Decision  ward Savings Percent  ward Decision  Get to Buyer  macriments  1 Year 1: Las er Level Ballfield (No  Line Typic Quanti them Revision  Category Marie 790,00  Dustress Relationarium  Lond Typic Savings  1 Year 1: Las er Level Ballfield (No  Line Typic Quanti them Category Marie 790,00  Dustress Relationarium  Lond Typic Savings  In Pricina Savings  In Price S | Target Value  Retotilly      | WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  USB  VES  400  VES  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized  Active Included  WORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  MORLD SPORTS TURF AND MARKETING LLC Response: 2006 Spend Authorized Active Included  | Agreement Quantity Avecad Amount Agreement Quantity Avecad Amount Asserting 400 Assert |

| Please to Course   |                           |   |  |
|--|---------------------------|---|--|
| Note to Suyer<br>Abadiments  |                           | Nn  | 1  |
|  | Section Section 1         |   | -  |
| 5 Year 1: Laser Level Balifield with   | Rototill of Calcined Clay |   |  |
| Line Type Quant  | ry                        | NOM Square Foot (Feet)  | Agreement Quantity 40000   |
| Item Revision  |                           | Start Priori<br>Current Price   | Award Amount 8,400.00 Savings  |
| Category Name 790.00   |                           | Cultere Price   | Sävings  |
| 30,400,400   |                           |   |  |
|  | Target Value              | WORLD SPORTS TURF AND MARKETING LLC<br>Response; 22046  |  |
| Submess Relationship   | Jarget value              | Spend Authorized  |  |
| supplier Site  |                           |   | 1  |
| response Stepus<br>Snortlist Status  |                           | Active<br>Included  |  |
| ine Pricing  |                           | in the same of  |  |
| Inspends Prior   | 124                       | 0.2   | 3  |
| int Price Savings<br>int Price Savings Percent   |                           |   | 4  |
| ward Decision  |                           |   |  |
| ward<br>ward Cirantity   |                           | Yes: 40000  |  |
| ward Amount  |                           | 8,400.0   | o o  |
| lote to Suyer  |                           |   | 1  |
| ttachments   |                           | No  | 1  |
| 5 Year 1: Rebuild Pitcher Mound  |                           |   |  |
| Lave Type Quant  |                           | UOM Each  | Agreement Quantity 10  |
| tem  | 9                         | Start Price   | Award Amount 17,000,00   |
| Item Revision  |                           | Clurrent Price  | Savings  |
| Category Name 790.00   |                           |   | Sawings  |
|  | T                         | IWORLD SPORTS TURF AND MARKETING LLC  |  |
|  | Target Value              | Response: 22046   |  |
| usiness Relationship   |                           | Spend Authorized  |  |
| opplier Site<br>esponse Status   |                           | Admi  | 4  |
| northist Status  |                           | Included  | 3  |
| ine Pricing<br>esponse Price   |                           | 1,100.0   |  |
| Int Price Savings  |                           | 1,100,0   | 9  |
| Int Price Savings Percent  |                           |   |  |
| ward Decision  | -                         | Ve  |  |
| ward Cuantity  |                           | 10  | U .  |
| werd Arrount<br>ote to Buyer   |                           | 11,000.0  | 9  |
| tiudenients  |                           | No  | 1  |
| with the water to be a series of   | arragers A                |   |  |
| 7 Year 1: Ballfield Clay per 18-Cub  | ic Yard                   |   |  |
| Line Type Quant  | ity                       | LIOM Each   | Agreement Quantity 20  |
| Item Revision  |                           | Start Price<br>Current Price  | Award Amount 29,700,00   |
| Category Harne 790.00  | a.                        | Carrent Price   | Surings  |
|  |                           |   |  |
|  | Target Value              | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22048  |  |
| Suaness Helationship   | rai ger vanue             | Spend Authorized  |  |
| uppi er Site   |                           |   |  |
| esponse Status<br>nortist Status   |                           | Active<br>Included  | 4  |
| ine Pricing  |                           |   |  |
| esponse Price  |                           | 1,485.U   | u u  |
| nt Price Savings<br>Int Price Savings Percent  |                           |   | 1  |
| ward Decision  | 1                         | 2   |  |
| ward<br>ward Cluentity   |                           | Yes   |  |
| ward Arrour  |                           | 29,700.0  |  |
| ote to Buyer   |                           |   | 1  |
|  |                           | Na  | 1  |
| ttachments   |                           |   |  |
|  |                           |   |  |
| 8 Year 1: Lip Repair (Minor)   |                           |   | and the second s |
| 8 Year 1: Lip Repair (Minor) Line Type Quant   | ity                       | LIGM Each   | Agreement Quantity 300   |
| Item Revision  |                           | LIGM Each Start Price Current Price   | Award Amount 384,000.00<br>Sayings   |
| 8 Year 1: Lip Repair (Minor) Line Type Quant   |                           | Start Price   | Awwrd Arvaum 384,000.00  |
| B Year 1: Lip Repair (Minor)  Lipe Type Quant Item Item Revision   |                           | Start Rrice<br>Curreré Price  | Award Amount 384,000.00<br>Sayings   |
| B Year 1: Lip Repair (Minor)  Lipe Type Quant Item Item Revision   |                           | Start Price Current Price  WORLD SPORTS TURK AND MARKETING LLC.                                 | Award Amount 384,000.00<br>Sayings   |
| 8 Year 1: Lip Repair (Minor)  Line Type: Quant  them Revision  Category Marre 790.00                                     |                           | Start Rrice<br>Curreré Price  | Award Amount 384,000.00<br>Sayings   |
| 8 Year 1: Lip Repair (Minor) Line Type: Quant litera Revision Category Name 790.00  business Relationship.  suppler Site |                           | Start Price Curreré Price WORLD SPORTS TURF AND MARKETONS LLC. Response: 22046 Spend Authorized | Award Amount 384,000.00<br>Sayings   |
| B Year 1: Lip Repair (Minor)  Lipe Type Quant Item Item Revision   |                           | Start Price Current Price WORLD SPORTS TURF AND MARKETING ELC Response: 22046                   | Award Amount 384,000.00<br>Sayings   |

| Line Pricing   |   |  |  |
|--|---|--|--|
| Pesponie Price   |   | 1,280  | 0.00   |
| nit Price Savings  |   |  |  |
| Int Face Sayings Percent<br>Ward Decision  | 4.0   |  |  |
| Ward   |   | Vac  |  |
| IMINU Clicarity  |   | 300  | 100  |
| ward Amount  | _   | 384,000  | 500  |
| Vote to Buyer  |   |  | -  |
| Agachments   |   | No   |  |
| Control Control Control  | -3  |  |  |
| 18 Year 1: Lip Repair (Major)  |   |  |  |
| Line Type Quantit  | 41  | USM Each   | Agreement Quantity 30  |
| item   |   | Start Price  | Award Amount 650,100.0   |
| Item Revision  |   | Current Price  | Savings  |
| Category Name 790,00   |   |  | Savings  |
|  |   |  |  |
|  | A   | WORLD SPORTS TURF AND MARKETING LLC  |  |
|  | TargetValue                                   | Response: 22046  |  |
| Business Relationship  |   | Spend Authorized   | -  |
| Suppose Site<br>Response Stitlus   |   | Active   | -  |
| Shortlist Status   | 1   | Included   | -  |
| Line Pricing   |   | - Annual   |  |
| Response Price   | 11  | 2,60   | 7.00   |
| Unit Price Savings   |   |  |  |
| Unit Price Savings Percent   | 1,61  |  |  |
| Award Decision   | 17  |  |  |
| Award<br>Award Quantity  |   | Yes  | -  |
| Award Guanoty<br>Award Arnour  | - 1   | 850,100  | 000  |
| Note to Buyer  |   | 880,700  |  |
| Attachments  |   | No.  | -1   |
|  |   | 172  |  |
| 20 Year 1: Turface MVP All Sport or a  | approved equivalent (50 pound bag             |  |  |
|  |   |  |  |
| Line Type Quantit  | Y   | LIGM Each  | Agreement Quantity 2   |
| Outer  |   | Start River  | Sweet Amount 25,800.0  |
| Itent Revision   |   | Current Price  | Savings  |
|  |   |  |  |
| Category Name 790.00   |   |  | Savings  |
| Category Name 790.00   |   | THE PARTY SERVING THE ARE THE PROPERTY I.E.  | Savings  |
| Category Name 790.00   | Tarnet Value                                  | WORLD SPORTS TURF AND MARKETING LLC  | Savings  |
|  | Target Value                                  | Response: 22048  | Savings  |
| Business Relationing   | Target Value                                  | WORLD SPORTS TURE AND MARKETING LLC<br>Response: 22048<br>Spend Authorized   | Savags   |
| Category Name 790.00  Business Pelationism  Suppler Site  Response Status  | Target Value                                  | Response: 22048 Sound Authorized Active  | Saungs   |
| Busnuss Felatonimp<br>Suppier Site<br>Fesponse Status<br>Shorilist Status  | Target Value                                  | Response: 22048<br>Spend Authorized  | Savings  |
| Busmuss Helatumming<br>Supplier Site<br>Pleapon se Status<br>Shorikat Status<br>Line Pricing   | Target Value                                  | Response: 22048 Spend Authorized Active Included   |  |
| Susmess Felationismp. Suppore Sites Vesponge Status Shoulist Status Line Pricing Peoplans Pool   | Target Value                                  | Response: 22048 Sound Authorized Active  |  |
| Susanuss Pelatuoramp<br>Suppler Ste<br>Perpone Status<br>Shorillat Status<br>Line Pricing<br>Regamen Procu   | Target Value                                  | Response: 22048 Spend Authorized Active Included   |  |
| Susmuss Prelationemp. Supplier Site Prepagner Status: Shorilist Status Line Pricing Press Swings Unit Price Swings Line Press Line | Target Value                                  | Response: 22048 Spend Authorized Active Included   |  |
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| Sucress Pelatenarq<br>Cappier Ste<br>Report of Status<br>Unit Pricing<br>Regular Proc<br>Unit Price Swings<br>Unit Price Swings Pacent<br>Award Decision   | TargetValue                                   | Response: 22048 Spend Authorized Active Included   |  |
| Suceriuss Pelationemp. Supplier Site Presponse Status Shorillet Status Shorillet Status Shorillet Status Line Prioring Fresponse Proxit Line Prioring Line Line Line Line Line Line Line Line Line   | Target Value                                  | Response: 22048 Spend Authorized Active Included   | 700  |
| Susmuss Pelatunmung Suppler Site Pespon pe Status Shorillat Status Unde Pricing Response Procu Und Price Swengs Und Price Swengs Und Price Swengs Award Decision Award Labanity Award Labanity   | Target Value                                  | Response: 22045 Spend Active Included  15,090  | 700  |
| Business Pelatunamp. Supplier Site Plespone of Status Shorlier Status Une Proling Proce Swengs Unit Proce Swengs Unit Proce Swengs Unit Proce Swengs Ward Decision Vesical Ward Decision   | Target Value                                  | Response: 22045 Spend Active Included  15,090  | 700  |
| Sucress Pelaturamp, Suppler Site Response Status Shoulist Status Line Pricing Herganian Prici Line Pricing Herganian Prici Line Pricing Herganian Prici Line Line Line Line Line Line Line Line Line   |   | Response: 220.48 Spend Active Included  1579  1475  25,000   | 700  |
| Success Pelaturania, Suppler Site Perpone Status Shoulist Status Line Pricing Proce Stanus Unit Price Swings Line Price Swings Line Price Swings Line Price Swings Line Price Swings Award Decision Award Decision Award Tec   |   | Response: 220.48 Spend Active Included  1579  1475  25,000   | 700  |
| Success Pelaturamp. Suppler Site Perpone Status Shoulist Status Line Pricing Perpone Status Unit Price Swings Unit Price Swings Unit Price Swings Unit Price Swings Award Decision Avand Decision Avand Advance Avand Salambly Avand Advance Robert to Stayer Attachments 21 Year 1; Base Anchor Removal and   | i Reinstallation (Whole field)                | Response: 220.48 Spend Active Included  1070  1070  No   | 70   |
| Success: Polationminp. Supplier Site Personne Status: Shorilist Status: Shorilist Status: Line Pricing Proparior Proc. Unite Price Swings June Price Swings June Price Swings June Price Swings Average Cassission Average Cassission Average Cassission Average Cassission Average Cassission Line Type Quantitis Line Type Quantitis Line Type Quantitis   | i Reinstallation (Whole field)                | Response: 220.48 Stend Active Included  | Agreement Quantity   |
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| Susmuss Pelatunaning Suppaer Site Verpone Status John Status Line Pricing Line Line Line Type Quartit Lin | Reinstallation (Whole field)                  | Response: 220.45  Spend Authorized  Active Included  15240  15240  No  USM Each Stock Price Quieted Price  | Agreement Quentay Award Arrourd Savage   |
| Sucrouss: Felatronemp. Support Site Perponse Scaus: Shorlist Status: Line Pricing Procure Sevengs Unit Price Sevengs Unit Price Sevengs Unit Price Sevengs Ward Decision Verant Verant Verant Verant Line Procure Line Price | i Reinstallation (Whole field)                | Response 22048 Spend Active Included Active Included  USM Each Spa Price Ourert Price  WORLD SPORTS TUFF AND MARKETING ELC Response 22046  | Agreement Quentay Award Arrourd Savage   |
| Suppress Pelatronamp Suppres Stets Flespone Status Shoulins Status Shoulins Status Line Pricing Frespone Pool Line Pricing Frespone Floor Line Pricing Frespone Floor Line Pricing Frespone Floor Frespone Floor F | Reinstallation (Whole field)                  | Response: 220.45  Spend Authorized  Active Included  15240  15240  No  USM Each Stock Price Quieted Price  | Agreement Quentay Award Arrourd Savage   |
| Summuss: Pelatronemp Suppaer Sife Terpone Scalus Sinoritis Status Line Pricing Tempone Streat Line Pricing Tempone Streat Line Pricing Tempone Streat Line Pricing Tempone Streat Line Pricing Tempone | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active Included  Incl | Agreement Quentay Award Arrourd Savage   |
| Susmess Pelatenmen. Supplier Site Supplier Site Suppli | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active Included  1(201)  100  100  100  100  100  100  100  | Agreement Quentay Award Arrourd Savage   |
| Supplier Site  (Fepone Schutz  | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active Included  Incl | Agreement Quentay Award Arrourd Savage   |
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| Susmuss Pelationemp. Suppose Site: Iresponse Status: InterPricing Iresponse Status: Unite Pricing Iresponse Status: Unite Pricing Iresponse Status: InterPricing Several Iresponse Several Iresponse Several Iresponse Several Iresponse Status Item Revision Category Marie 790.00 Strainess Relationaring Suppose Status InterPricing Iresponse Status Iresponse S | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active included  1(201)  100  100  100  100  100  100  100  | Agreement Quantity Award Arrours Savings   |
| Susmess Felatumenp. Supplier Site Helpone Scaus Shoulist Status Line Pricing Heapman Prox Jot Ence Swings Procent Ward Decision  | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active included  1(201)  100  100  100  100  100  100  100  | Agreement Quantity Aviers Arrows Savings Savings   |
| Susmuss Pelationamp  Supplier Site  Telepong Scalus  Interficing  Telepong Scalus  Interficing  Telepong Scalus  Interficing  Telepong Service  Telepong Scalus  Telepong Scalus  Telepong Scalus  Telepong Service  Telepong Servic | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active included  1(201)  100  100  100  100  100  100  100  | Agreement Quantity Aviers Arrows Savings Savings   |
| Success Pelationers p. Supplier Site Telepone Scalus Shortist Status Line Pricing Telepone Seaus Shortist Status Line Pricing Telepone Seaus Telepone Seaus Telepone Seaus Telepone Seaus Telepone Telepo | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active included  1(201)  100  100  100  100  100  100  100  | Agreement Quantity Aviers Arrows Savings Savings   |
| Success Felatonemp. Suppose Site Felatonemp Scaus Shoulds Status Line Pricing Free Swangs Line Pricing Line Pricing Line Pricing Suppose Status Line Type Guantle Item Item Revision Category Name 790,00  Suppose Status Line Pricing Free Pricing Free Pricing Free Pricing Free Pricing Line Pricing Free Swangs Line Pricing Line  | Reinstallation (Whole field)                  | Response: 22048 Sprind Authorized Active Included Include | Agreement Quantity Award Arround Savings Savings   |
| Supplier Site  Flesponer Scaus  Flesponer Scaus  Flesponer Scaus  Flesponer Scaus  Flesponer Scaus  Line Pricing  Flesponer Seaus  Line Pricing  Flesponer Seaus  Flesponer Seaus  Flesponer Seaus  Flesponer Seaus  Line Pricing  Flesponer Seaus  Line Pricing  Flesponer Seaus  Line Pricing  Flesponer Seaus  Category Name 790.00  Bisseness Reistlausung  Supplier Site  Flesponer Scaus  Flesponer Scaus  Flesponer Scaus  Flesponer Staus  Line Pricing  Flesponer Saus  Line Pricing  Flesponer Savings  Flesponer Saving   | Reinstallation (Whole field)                  | Response: 22048  Spend Authorized  Active included  1(201)  100  100  100  100  100  100  100  | Agreement Quantity Award Arround Savings Savings   |
| success Pelatonemp Support Site Verpone Scaus Shorilist Status Line Pricing Verpone Status Line Pricing Verpone Status Line Pricing Verpone Status Line Pricing Verpone Status Verpone | Reinstallation (Whole field)                  | Response: 22045 Sprind Authorized Active Included Include | Agreement Quantity Award Arround Savings Savings   |
| Rusmuss: Pelatonemp  Repone Status  Respone Status  InterPricing  Respone Price  Interpricing  Respone Respone  Interpricing  Respone Respone  Respone Status  Interpricing  Respone Status  Interpricing  Respone Status  Interpricing  Respone Status  Interpricing  Respone Price  Interpricing  Respone Status  Interpricing  Respone Status  Interpricing  Respone Price  Respone Price  Respone Price  Interpricing  Respone Price  Respone  | Reinstallation (Whole field)                  | Response: 22048 Sprind Authorized Active Included Include | Agreement Quantay Award Arrayer Savings Savings  |
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| Summers: Pelatronemp Supper Site (repone Status InterPricing response Prica) InterPricing response Prica InterPrica Inter | Farget Value  Coubic yards                    | Response: 22045 Sprind Authorized Active Included Include | Agreement Quantity Avairil Arquet Savings Savings Savings                                      |
| Sciences Pelatenmen Supplier Site Verpone Science Verpone Verp | Farget Value  Coubic yards                    | Response-22048 Spend Authorized  Active Included  10,700  No  No  USM Each Spen Price Current Price  WORLD SPORTS TURE AND MARKETING ELC Response-22048 Spend Authorized Active Included  10,700  100  100  100  100  100  100   | Agreement Quantity Award Arroyre Savrigs Savrigs Savrigs Agreement Quantity Agreement Quantity |
| Success Felationeric Support Site Support Support Support Support Support Support Support Site Site Site Site Site Site Site Site  | Farget Value  Coubic yards                    | Response: 22045 Sprind Authorized Active Included Include | Agreement Quantity Avairil Arquet Savings Savings Savings                                      |

|  | Toronto Maria              | WORLD SPORTS TURF AND MARKETING LLC   |   |
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| usiness Relationship   | Target Value               | Response: 22046<br>Spend Authorized   |   |
| ippler Site  | _                          | Ispena Autranzea  | -1  |
| esponse Status   |                            | Active  | →   |
| inribet Status   |                            | (ncluded)   | 7   |
| ne Pricing   |                            |   |   |
| esponse Price  |                            | 75.0  | 10  |
| nt Price Savings<br>nt Price Savings Percent   |                            |   | 4   |
| vard Decision  |                            |   | -   |
| ward   | T                          | Yes   | -   |
| vard Cuanhty   |                            | - 60  | EO .  |
| rard Amount  | 1111                       | 4,600,0   | 00  |
| te to Buyer  |                            |   | 3   |
| tachments  | - 1                        | No  | _   |
| Year 1: Rough Grading: 1,000 t<br>Line Type: Quan<br>item<br>Item Revision<br>Category Name: 790.1   | ntity                      | NOM Cubic Yard (s) Stort Price Current Price  | Agreement Quentity Award Arrount Savings Savings  |
|  | Target Value               | WORLD SPORTS TURF AND MARKETING LLC<br>Response; 22046  |   |
| isiness Relationship   | 100000000                  | Spend Authorized  |   |
| ppier Site   |                            |   | 1   |
| sponse Status  |                            | Adive   |   |
| ordist Status  | 1 4                        | Included  |   |
| ne Pricing   |                            |   |   |
| esponse Price  |                            | 741   | DO  |
| nt Price Savings<br>nt Price Savings Percent   |                            |   | 4   |
| vard Decision  |                            |   | -   |
| vidd.  | T.                         | Ver   |   |
| vard Coaristy  |                            | 60  | 90  |
|  |                            | 4,240,0   | JU  |
| vard Amaiirk   |                            |   |   |
| ite tii Buyer  |                            |   |   |
| ward Archinit cost in Buyer trachments  I Year 1: Rough Grading: 10,000  Line Type Qual tens Francisco   |                            | UCM Cubic Yard (s) Shat Price Commet Period   | Agreement Outentry Award Arman't 4.2  |
| technents  Year 1: Rough Grading: 10,000  Line Type Qua  | ntity                      | No  UCM Gubic Yard (s) Start Price  Current Price   | Agreement Quantity Avaint Armant Savings Savings  |
| ose in Buyer<br>trichments<br>Year 1: Rough Grading: 10,000<br>Line Type Qua<br>(tem<br>(tem Revision<br>Category Name 700.4   | ntity                      | Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046  | Avaid Amount 4,2<br>Savings   |
| ice in Buyer bachments  Year 1: Rough Grading: 10,000  Line Type Quai frem Revision Category Harne 790.0   | ntity<br>90                | Start Price Current Price  [WORLD SPORTS TURE AND MARKETING LLC   | Avaid Amount 4,2<br>Savings   |
| ice in Buyer prochements  Year 1: Rough Grading: 10,000  Line Type Quai from Revision Caregray Name 750.4  connect Relationship public Site  | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Aufrargand  | Avaid Amount 4,2<br>Savings   |
| ice in Buyer brichments  Year 1: Rough Grading: 10,000  Line Type Qual item Revision Categray Name 700.0  comme Relationship spoker 5te sponse Status  | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active:  | Avaid Amount 4,2<br>Savings   |
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| ice in Buyer brichments  Year 1: Rough Grading: 10,000  Line Type Qualifier (fem fewission Category Name 750.5  commercial Residence of the femiliary Name 750.5  commercial Residence of the femili | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING ELC Response; 22046 Spurid Authorized Active: Included  | Aviant Amount Savings Savings   |
| ize in Buyer parchiments  Year 1: Rough Grading: 10,000  Line Type Qual item Revision Caregray Name 780.4  commer Kellammahap poplier Site sponse Shalton contral Shalton performs Revision perf | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active:  | Aviant Amount Savings Savings   |
| ize in Buyer parchiments  Year 1: Rough Grading: 10,000  Line Type Qual item Revision Category Name 780.1  commer Relationship popler Site esponse Status orbits Status ne Pricing. Berrise Process if Price Savings if Price Savings  | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING ELC Response; 22046 Spurid Authorized Active: Included  | Aviant Amount Savings Savings   |
| ize in Buyer inchments  Year 1: Rough Grading: 10,000  Line Type Quai flown flown Revision Category Name 790.4  commer Rationarium pupplier Site esponse Status ordinat Status northat Status northat Status or Pricing is Price Surings Pricent and Usefford is Price Surings Pricent and Usefford  | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING ELC Response; 22046 Spurid Authorized Active: Included  | Aviant Amount Savings Savings   |
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| ice in Buyer  Tarchinents  Line Type Quai  (fem  (fem Revision  Category Name 790.4  commer Status  ne Pricing  The Pricin | ntity<br>90                | Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  Response: 22046 Spania Authorized  Active Included:  71.0   | Aviand Armand 4.2 Savings Savings   |
| ize in Buyer lachments  Year 1: Rough Grading: 10,000  Line Type Qual from Revision Category Name 780.1  connection Ste espinase Statistication control Ste espinase Statistic control Statistic | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING ELC Response; 22046 Spurid Authorized Active: Included  | Aviand Armand 4.2 Savings Savings   |
| te in Buyer archments  Year 1: Rough Grading: 10,000  Line Type Qual tern Revision Curegray Name 750.4  commer Relationship polier Site esponse Status ordinst Status te Pricing sporter Pricin te Price Savings if Price Savings for Price Revision and Usalinship serti  | ntity<br>90                | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorizand Author Included  71.0  Yes bil  | Avaint Armune 4.2 Savings Savings   |
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| ize in Buyer lachments  Year 1: Rough Grading: 19,000  Line Type Qual from Revision Category Name 780.1  connect Retailmenting popular Site engines establish contact Status be Priority in Prior Sayings in Prior | Target Value  Target Value | Staff Price Currert Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Aufbraced  Active Includes  711  Yes bu  4260X  No  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Quantity Agreement Agreement Friedrich  |
| ize in Eugen   Fachments  Line Type Qual  Line Type Qual  Item Revision  Category Hime 780.0   connect Relationship  pipplier Site  esponse Status  controls Saming  in Price Sa | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Anthropia  Active Included  711  100M Hour (s) Start Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized  | Agreement Quantity Agreement Agreement Friedrich  |
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| ize in Buyer lachments  Year 1: Rough Grading: 10,000  Line Type Qual item Revision Category Name 780.1  commer Relationship ippher Site sponse Shaltis orthis Status ne Pricing sporas Prico it Price Savings it Price Savings it Price Savings it Price Savings Parcent varid Qualific varid Qualific varid Qualific tipper Category item Revision Category Name 780.4  Eme Type Qual item Revision Category Name 780.4  | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Anthropia  Active Included  711  100M Hour (s) Start Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized  | Agreement Quantity Agreement Agreement Friedrich  |
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| ize in Buyer lachments  Year 1: Rough Grading: 10,000  Line Type Qual item Revision Category Name 790.0  commer Helitomorbig popher Site spinon se Status orbits Status popher Site spinon se Status orbits Status in Price Sayings | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Responses, 20046 Spand Authorized  Active Included  Yes  USM Hour (s) Start Proc Current Price WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Spend Authorized  Addivise  WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Spend Authorized  Active                           | Agreement Quantity Agreement Agreement Friedrich  |
| cee in Buyer tarcherests  Line Type Quar (tem Revision)  Line Type State (tem)  Line Type State (tem)  Line Type Quar (tem)   | Target Value  Target Value | Staft Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spanid Authorized  Active Included  711  Yes  BU  WORLD SPORTS TURE AND MARKETING LLC Response: 2046 Spenid Authorized  Active Included  42600  No  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spenid Authorized  Active Included | Agreement Quartility Agreement Quartility Award Armunt Savings  Agreement Quartility Award Armunt Savings Savings |

| Attachments  | 1            | Nα  | 1  |
|--|--------------|---|--|
| . V  |              |   | 7  |
| 6 Year 1: Non-Standard Labor Hour(s)   |              |   |  |
| Line Type: Quantity  |              | UOM Hour(s)   | Agreement Quantity 10  |
| item   |              | Start Price   | Award Amount 570,00  |
| Item Revision  |              | Ourrent Price   | Savings  |
| Caregory Name 790.00   |              |   | Savings  |
|  |              | WORLD SPORTS TURE AND MARKETING LLC   |  |
|  | Target Value | Response; 22046   |  |
| Business Relationship  |              | Spend Authorized  |  |
| Supplier Site  |              |   |  |
| Response Status<br>Shortlist Status  | 1971-        | Active  | 1  |
| Line Pricing   | - P          | Included  |  |
| Response Price   | f.           | 57.00   | -  |
| Int Price Sayings  |              |   |  |
| Int Price Savings Percent  |              |   |  |
| ward Decision  | 11.          |   |  |
| Award<br>Award Quantity  |              | Yet:  |  |
| Award Armount  | +            | 570,00  | 5  |
| Vote to Duyer  | 1            |   |  |
| Attachments  | 1 4          | No  |  |
|  | 0            |   |  |
| 7 Year 2: Athletic Turf Mowing Services  |              |   |  |
| Line Type Quantity   |              | UOM Acre (s)  | Agreement Quantity 400   |
| tlern  |              | Start Price   | Averet Amount 38,352.00  |
| Item Revision  |              | Current Price   | Savings  |
| Category Name 790.00   |              |   | Sawngs   |
|  |              | WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value | Response: 22048   |  |
| Pusiness Relationship  | 1            | Spend Authorized  |  |
| Supplier Site  | 401          |   | 1  |
| Responde Status  | 100          | Active  | 1  |
| Snorther Status  | 1.01         | Included  | 1)1  |
| ine Pricing  | 1            | 958   |  |
| Response Price<br>Unit Price Savings   |              | 95.81   | 8  |
| Une Price Savings Peacent  | +            |   | 4  |
| Award Decision   |              |   |  |
| Award  | 1 1          | Yes   |  |
|  |              |   |  |
| Award Duarity  |              | 400   |  |
| Award Amount   |              | 4(I) 4(I) 38,352,01   |  |
| Award Amount<br>Note Ib Buyer  |              | 4(L) 4(L) 38,392(U)   |  |
| Award Amount Note to Guyer Attachments   |              | 410 405<br>38,392,00  |  |
| Avand Cuartify Avand Amount Note to Guyer Attachments 28 Year 2: Lime Applied for PH Balance   |              | 400 38,392,00<br>No   |  |
| Note: In Guyer Altschments 28 Year 2: Lime Applied for PH Balance  |              | No  |  |
| West a mount  Note to Guyer  Attachments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity   |              | No.  UGM Ten (s)  | Agreement Overtally 7  |
| Note: In Guyer Altschments 28 Year 2: Lime Applied for PH Balance  |              | No  | Agreement Quartey 7/   |
| West a mount  Vote to Surver  Attachments  28 Year 2: Lime Applied for PH Balance Line Type Quantity  Item   |              | No  UOM: Ten (s) Start Price  | Agreement Overtally 7  |
| weard smouth Vace LB Guyer Machiments 28 Year 2: Lime Applied for PH Balance Line Type Quantity Idem Revision  |              | No  UOM Ten (s) Sitat Price Ouriers Price   | Agreement Quartey  Avaca Arcuire  8,793,00  Savings  |
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| weard proport?  Value 16 Buyer  Value 17 Septembris  18 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  | Target Value | No  UCM Ten (s) Start Price Current Price  WÖRLD SPORTS TURF AND MARKETING LLC Response: 20046  | Agreement Quentay 8,783,00 Aviant Arminis 8,783,00 Savings   |
| Weard proport?  Jose La Buyer  Jackhments  R Year 2: Lime Applied for PH Balance  Line Type Quantity  Ident  Ident  Ident Revision  Category Name, 790,00  | Target Value | No  DOM Ten (s) Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC.  | Agreement Quentay 8,783,00 Aviant Arminis 8,783,00 Savings   |
| wears enround Jose La Buyer Its chments  8 Year 2: Lime Applied for PH Balance Line Type Quantity Item Item Revision Category Marie 790,00   | Target Value | No  UCM Ten (s) Start Price Current Price  WÖRLD SPORTS TURF AND MARKETING LLC Response: 20046  | Agreement Quentay 8,783,00 Aviant Arminis 8,783,00 Savings   |
| weard Arround Jose It Buyer Its chments  8 Year 2: Lime Applied for PH Balance Line Type Quantity Item Revision Category Name 790,00  Joseph Welstimethip Joseph Status Scripting Status Joseph Status Joseph Status Joseph Status Joseph Status   | Target Value | No  JOM: Ten (s) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized  | Agreement Quentay 8,783,00 Aviant Arminis 8,783,00 Savings   |
| ward mount foote to eupre stachments  8 Year 2: Lime Applied for PH Balance Line Type Quantity Idem Techsion Category Harne 790,00  Usaneso Metationship supplier Side response Settlis blooffeld Shalips ince Pricing   | Target Value | No  UCM Ten (s) Sitat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  | Agreemont Oparitaly Award Amount Savings Savings   |
| wears innover:  Jose to Buyer  Jaschments  8 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item  Item Revision  Category Name 750,00  Business Relationability  Buppier Site  Response Status  Business Relation  | Target Value | No  JOM Ten (s) Sitart Price Oursert Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opend Authorized  Active:   | Agreemant Obartay 7.87.00 Award Armura 9.782.00 Savings  |
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| Weard Description  Source Servings  Sour |              | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Active Included  Yes:  0,793,00 No.  | Agreement Quartity Award Anount Savings Savings Savings Agreement Quartity   |
| Weard in amount  Wate It Buyer  Machments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  Support Site  Response Status  Shouthet Shalin  Line Pricing  Response Processor  Shouthet Shalin  Line Pricing  Response Processor  Response Pro |              | No  DOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  Ves:  UCM Ten (s) Start Price   | Agreement Ovarity  Avaid Around Savings Savings  Savings  Agreement Ovarity Avaid Around  Agreement Ovarity Avaid Around  6,22,830 |
| Weard in super  Nachments  Re Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  Business Helatiniship  Business Hel |              | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Active Included  Yes:  0,793,00 No.  | Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Award Amount  6,429,00                                 |
| Weard in amount  Wate It Buyer  Machments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  Support Site  Response Status  Shouthet Shalin  Line Pricing  Response Processor  Shouthet Shalin  Line Pricing  Response Processor  Response Pro |              | No  DOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  Ves:  UCM Ten (s) Start Price   | Agreement Ovarity  Avaid Around Savings Savings  Savings  Agreement Ovarity Avaid Around  Agreement Ovarity Avaid Around  6,22,830 |
| Weard in super  Nachments  Re Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  Business Helatiniship  Business Hel |              | UOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spond Authorized Active Included  Vec-  UOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC                                       | Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Award Amount  6,429,00                                 |
| Weard in super Machments  28 Year 2: Lime Applied for PH Balance Line Type Quantity Item Revision Category Marie 790,00  Suppier Site Version Process Version Proce |              | No  DOM: Ten (s) Sitat Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22048 Spirita Authorized Active Included  Yes:  1785  USM Ten (s) Stat Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22048           | Agreement Ouantly Agreement Ouantly Agreement Ouantly Award Amount 5,84/mgs  Agreement Ouantly Award Amount 6,829,00               |
| Weerd in import  Note 16 Buyer  Albachments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity  Idem Revision  Category Name 790,00  Business Welatiniding  Suppler Side  Response Status  Shorted Status  Shorted Status  Une Price Price  Idem Price  Response Price  Response Price  Response Savings  Une Brice  Lever Type Quantity  Une Brice  Une Type Revision  Category Name 790.00  |              | UOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spond Authorized Active Included  Vec-  UOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC                                       | Agreement Ouantly Agreement Ouantly Agreement Ouantly Award Amount 5,84/mgs  Agreement Ouantly Award Amount 6,829,00               |
| Weard in anyone  Was I begiver  Machments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Marie 790,00  Support Step  S |              | No  DOM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  Ves:  UCM Ten (s) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spanu Authorized | Agreement Ouantly Agreement Ouantly Agreement Ouantly Award Amount 5,84/mgs  Agreement Ouantly Award Amount 6,829,00               |
| Weard or mount  Was Lib Buyer  Machiments  28 Year 2: Lime Applied for PH Balance  Line Type Quantity  Item Revision  Category Name 790,00  Business Helatinizehipi  Business Priching  Processione Priches  Processione Processione  Weard Octambulg  W |              | No  DOM: Ten (s) Sitat Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22048 Spirita Authorized Active Included  Yes:  1785  USM Ten (s) Stat Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22048           | Agreement Ouantly Agreement Ouantly Agreement Ouantly Award Arroure  Agreement Ouantly Award Arroure 6-425,00                      |

| Response Price   |  |   |  |
|--|--|---|--|
|  |  | 818,00  |  |
| Unit Price Savings   |  | 31509   |  |
| Init Price Savings Percent   |  |   |  |
| Sward Decision   | 7  |   |  |
| Award  |  | Yes   |  |
| Ward Cuantity  | 11   | 7   |  |
| Award Amount   | 1  | 6,426.00  |  |
| Note to Sayer  |  |   |  |
| Attachments  |  | No  |  |
|  |  |   |  |
| 30 Year 2: Approved Topsoil  |  |   |  |
|  |  |   |  |
| Line Type Quantity   |  | UOM Ton (s)   | Agreement Guanity 10   |
| rtem-  |  | Start Price   | Award Amount 499,80  |
| Item Previsian   |  | Current Price   | 5avings  |
| Category Name 790.00   |  |   | Savings  |
|  |  |   |  |
|  |  | WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value   | Response: 22046   |  |
| Jusness Relationship   |  | Spend Authorized  |  |
| Supplier Site  |  |   |  |
| Vesponse Status  | -  | Active  |  |
| Shortlist Status   |  | Included  |  |
| line Pricing   |  |   |  |
| Response Price   | T  | 49.98   |  |
| Unit Price Savings   | 1  |   |  |
| Int Price Savings Percent  | 1  |   |  |
| Award Decision   |  |   |  |
| Award  | 7  | Vec   |  |
| Award Doanhly  |  | 18  |  |
| Award Amount   |  | 499.80  |  |
|  | -1   | 499.80  |  |
| Vote to Buyer  | 1  | 100   |  |
| Attachments  |  | No  |  |
| 31 Year 2: Clay Repair - Basic   |  |   |  |
| Item<br>Item Rivesion<br>Category Name <b>790.00</b>   |  | Start Pribe<br>Current Pribe  | Aviani Armount 90,000,00<br>Savings<br>Savings                           |
|  | Target Value   | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22048  |  |
| Business Relationship  | The state of the s | Spend Authorized  |  |
| Supplier Site  |  | TOTAL MONITORIZE OF   |  |
|  |  |   |  |
| Pennina Status   |  | Arrave  |  |
| Response Status  |  | Active<br>Uncluded  |  |
| Response Status<br>Shortlist Status  |  | Active<br>Included  |  |
| Response Status<br>Shortlist Status<br>Line Priolog  |  |   |  |
| Response Status<br>Shortlist Status<br>Line Pricing<br>Response Price  |  |   |  |
| Response Status Shortist Status Line Pricing Response Price Diff Price Savinos   |  |   |  |
| Response Status Shortfet Status Cline Pricing Response Price Unit Price Savings Unit Price Savings   |  |   |  |
| Response Status Unorflet Status Unine Pricing Response Price Unit Price Savings Unit Price Savings Award Decision  |  |   |  |
| Resonné Status<br>Shortist Status<br>Line Pricing<br>Response Price<br>Prus Para Savings<br>Unit Price Savings<br>Award Diel sien<br>Award Diel sien   |  | Included 1.50   |  |
| Resonade Status  Bhortfels Status  Line Pricing  Response Price  Response Price  Unit Price Savings  Unit Price Savings  Avard Designed  Avard Designed  Avardu Lisariby   |  | Included  |  |
| Resource Status: Shortfet Status: Shortfet Status: Line Priolog Response Price Response |  | Included 1.50   |  |
| Reported Status Shorted Status Line Pricing Response Price July Price July Price July Price July Price July Price Savings Percent Ward Declared Ward Underland Ward Underla |  | Included  |  |
| Reponds Status Shortiffs Status Line Pricing Responde Price Line Pricing Responde Price Line Line Line Line Line Line Line Line Line   |  | Included  |  |
| Reponds Status Shortes Estatus Line Pricing Responde Price Une Pricing Responde Price Unit Price Savings Unit Price Savings Unit Price Savings Ward Desirent Wealth |  | Included  1.50  Wet entury 90,000,00  No  UAM Square Foot (Feet) Stat Fine- Owent Phos  | Agreement Quactoy 80000<br>Aview Amount 157,200,00<br>Savings            |
| Personnel Status Interprint Status Interprint Interprin |  | Included  1.50  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  State Price  Correct Price  WORLD SPORTS TURE AND MARKETING LLC   | Avieral Amount 167,200,00  |
| Neponned Status  Jane Pricing  Che Pricing  Response Price  Jint Price Savings  Jint Price Savings  Jint Price Savings  Vieward Decision  Ward Decision  Ward United Savings  War | Target Value   | Included  1.50  West State Price   Current Price  WORLD SPORTS TUPE AND MARKETING LLC Response: 22046   | Avieral Amount 167,200,00  |
| Personnel Status.  Shortins Status.  Shortins Status.  Line Pricing  Keaponab Price  Jine Price Savings  Ward Decision  Ward Decision  Ward Line  Ward Line  Ward Line  Ward Line  Line Type Quantity  Item  Item Prevision  Category Name 790.00  | 7arget Value   | Included  1.50  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  Test  BIDUD  State Price  Correct Price  WORLD SPORTS TURE AND MARKETING LLC   | Avieral Amount 167,200,00  |
| Reported Status, phorotral Estatus, phorotral Estatus, line Pricing (Esponson Price and Pricing (Esponson Price and Price Savings) Percent (Esponson Price Savings) Percent (Esponson Price and Esponson Price (Esponson Price | 7arget Value   | Included  1.50  Yest  BUULD  Yest  BUULD  You  BUULD  You  State Price  Current Prics  WORLD SPORTS TURE AND MARKETING LLC  Response 22046  Spend Authorized  | Avieral Amount 167,200,00  |
| Personne Status  Shortins Status  Jine Pricing  Kesponse Price  Jine Pricing  Kesponse Price  Jine Price Savings  Ward Decision  Ward Decision  Ward Life  Ward Li | 7arget Value   | Included  1.50  West State Price   Current Price  WORLD SPORTS TUPE AND MARKETING LLC Response: 22046   | Avieral Amount 167,200,00  |
| Vegooned Status Interprint Status Interprint | 7arget Value   | Included  1.50  Yest  BUULD  Yest  BUULD  You  BUULD  You  State Price  Current Prics  WORLD SPORTS TURE AND MARKETING LLC  Response 22046  Spend Authorized  | Avieral Amount 167,200,00  |
| Reported Status ( horovite Sta | Target Value   | Included  1.50  7#\$  **BILLID  **BIL | Avieral Amount 157:200.00  |
| Reported Status,  InterPrinting  Casponius Price  Casponius   | 7arget Value   | Included  1.50  7#\$  **BILLIO*  * | Avieral Amount 157:200.00  |
| Reported Status,  InterPrinting  Casponius Price  Casponius   | Target Value   | Included  1.50  7#\$  **BILLID  **BIL | Avieral Amount 157:200.00  |
| Personnel Status Interprints Status Interprints Interprints Response Proce Interprints Response Proce Interprints Response Proce Interprints Response Respon | 7arget Value   | Included  1.50  7#\$  **BILLIO*  * | Avieral Amount 157:200.00  |
| Reported Status,  Interprint Status,   Interprint Status,   Interprint Status,   Inter | Target Value   | Included  1.50  7#\$  **BOULD*  **PRODUCTOR Square Foot (Feet)  Stat Price  **Cornert Frice  WORLD SPORTS TURF AND MARKETING LLC  Response 22046  Spend Authorized  Actival Included  | Avieral Amount 157:200.00  |
| Negronal Status  Jane Pricing  Casponale Proce  Jane Pricing  Casponale Proce  Jane Pricing  Casponale Proce  Jane Price Savings  Jane Price Savin | Target Value   | Included  1.50  Yest  BUULD  Yest  BUULD  Yest  State Price  Courset Prics  WORLD SPORTS TURE AND MARKETING LLC  Response 22046  Spend Authorized  Active Included  Included  | Avieral Amount 157:200.00  |
| Negronal Status Shortinst Status Line Pricing Kasponas Price Jord Pricing Kasponas Price Jord Jord Price Jord Jord Price  | Target Value   | Included  1.50  Test BILLIO  BILLIO  BILLIO  BILLIO  BILLIO  Stat Pince  Current Pince  WORLD SPORTS TURE AND MARKETING LLC  Response: 22046  Sprend Authorized  Action Included  Tyes  | Avieral Amount 157,200,00  |
| Neponnal Status Shortins Status Line Pricing Response Proce Line Pricing Response Proce Line Pricing Response Proce Response Proce Response Proce Response Proce Response Response Response Response Response Line Typus Quantity Response Response Line Typus Quantity Response Response Line Response Line Response Status Shorting Response Status Shorting Status Line Pricing Response Line Price Savings Response Response Line Price Savings Line Price Savings Line Response Response Response Line Response Line Response Response Response Line Response Response Response Line Response  | 7arget Value   | Included  1.50  7#\$ PRODY  SOUTH Square Foot (Feet)  Sign Price  Courter from  WORLD SPORTS TURE AND MARKETING LLC  Response 22046  Spend Authorized  Action Included  2.52  Yes  BUILD  Yes  BUILD  1.50  1 | Avieral Amount 157:200.00  |
| Negronal Status Shortrest Status Line Pricing Response Price June Pricing Response Price June Price Savings Line Price Line Type Quantity Line Type Quantity Line Type Quantity Line Hosein Line Price Savings Response Status Line Pricing Line Pricing Line Pricing Line Price Savings Line Pricing Line Price Savings Line Pricing Line Price Savings Line Price Savings Line Price Savings Line Price Savings Line Pricing Line Price Savings Line Price Savings Line Price Savings Line Pricing Line Price Savings Lin | Target Value   | Included  1.50  Test BILLIO  BILLIO  BILLIO  BILLIO  BILLIO  Stat Pince  Current Pince  WORLD SPORTS TURE AND MARKETING LLC  Response: 22046  Sprend Authorized  Action Included  Tyes  | Avieral Amount 157:200.00  |
| Neponnet Status  Jane Pricing  Kesponnet Proce  Jane Pricing  Kesponnet Proce  Jane Pricing  Kesponnet Proce  Jane Pricing  Kesponnet Proce  Jane Price  Jane Pric | 7arget Value   | Included  1.50  Test BULLD  PRODUCT  NO  NO  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Speed Authorized Active Included  755 BULLD  Test BUL  | Avieral Amount 157,200,00  |
| Reponde Status,  Interpring  Line Pricing  Responde Price  Line Pricing  Responde Price  Line Pricing  Responde Price  Line Pricing  Line Price  Line Price  Line Price  Line Price  Line Price  Line Price  Line Type  Quantity  Line  Line Revision  Category Name 790.00   Sustained Helatinghip  Line Price  Line Price  Line Pricing  Responde Status  Line Pricing  Line Price  Line Pricing  Responde Status  Line Pricing  Responde Price  Line  Line Price  Line  Lin | Target Value   | Included  1.50  7#\$ PRODY  SOUTH Square Foot (Feet)  Sign Price  Courter from  WORLD SPORTS TURF AND MARKETING LLC  Response 22046  Spend Authorized  Action Included  2.52  Yes  BUILD  Yes  BUILD  1.50  1 | Avieral Amount 157,200,00  |
| Reponde Status Interpring Interpring Caponics Price Interpring Caponics Price Interpring Caponics Price Interpring Caponics Price Interpring Caponics Interprint Caponics Interprint Interp |  | Included  1.50  Test BULLD  PRODUCT  NO  NO  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Speed Authorized Active Included  755 BULLD  Test BUL  | Avieral Amount 157,200,00  |
| Reponde Status Interpring Interpring Caponics Price Interpring Caponics Price Interpring Caponics Price Interpring Caponics Price Interpring Caponics Interprint Caponics Interprint Interp |  | Included  1.50  Test BULLD  PRODUCT  NO  NO  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Speed Authorized Active Included  755 BULLD  Test BUL  | Avieral Amount 157,200,00  |
| Negronal Status  Phortrist Status  Jine Pricing  Kasponus Price  Acaponus Price  Acaponus Price  Acaponus Price  Negrat Bestinen  Westal  Westal Mainthy  Westal  Jine Price  Jine Price  Savings Percant  Westal  Wes |  | Included  1.50  Test BIULD  BULD  UCAN Square Foot (Feet) State Price Oursert Price  Oursert Price Oursert Price  Foot Sport S TURE AND MARKETING LLC Response 20046 Sport Authorized Active Included  2.52  100.00  107.200.00  MG.  | Arcent Amount 167,200,00<br>Saverige<br>Saverige                         |
| Negronal Status  Phortrist Status  Jine Pricing  Kasponus Price  Acaponus Price  Acaponus Price  Acaponus Price  Negrat Bestinen  Westal  Westal Mainthy  Westal  Jine Price  Jine Price  Savings Percant  Westal  Wes |  | Included  1.50  Type  BIOLID  State Price  Cornert Price  WORLD SPORTS TURF AND MARKETING LLC  Responses 22046  Sprend Authorized  Active Included  755  BIOLID  157,200,000  MG.   | Agreement Quantity 20000   |
| Reponder Status Shorties Status Line Pricing Responder Proce Line Pricing Responder Proce Line Pricing Responder Proce Line Price Savings Unit Price Savings Unit Price Savings Line Price Savings Line Price Line Type Quantity Item Line Revision Category Name 790.00  Business Helationship Supplier Site Fingtons Status Shorties Status Line Pricing Responder Price Line Price Savings Line Price Line   |  | Included  1.50  Test BUULD  PRO  UCAN Square Foot (Feet) Stair Price Ourset Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Action Included  Action Included  2.52  VES  BUULD  107.200.00  UCAN Square Foot (Feet) Stair Price   | Agreement Quantity Agreement Ausnity Agreement Ausnity Agreement Ausnity |
| Response Status Shorties Status Line Pricing Response Price Line Price Savings Dist Price Savings Dist Price Savings Dist Price Savings Ward Decision Award Award Savings Line Type Quantity Item Previous Business Helatiniship Award Savings Response Status Line Price Savings Response Status Line Price Savings Unit Price Savings Unit Price Savings Unit Price Savings Ward Designer Award Designer Award Designer Award Savings Response Status Line Price Savings Award Designer Award Savings Awar |  | Included  1.50  Type  BIOLID  State Price  Cornert Price  WORLD SPORTS TURF AND MARKETING LLC  Responses 22046  Sprend Authorized  Active Included  755  BIOLID  157,200,000  MG.   | Agreement Quantity 20000   |

|  | Township  | WORLD SPORTS TURF AND MARKETING LLC  |                                       |
|--|---|--|---------------------------------------|
| ness Relationship  | Target Value  | Response: 22046<br>Spend Authorized  |                                       |
| ipler site   |   | Spello Mathemas  | 1                                     |
| sponse Status  |   | Active   | 1                                     |
| northed Status   |   | Included   | 1                                     |
| ne Pricing   | 72  |  | 1                                     |
| esponse Price<br>nt Price Savings  | 2   | 755  | 1                                     |
| it Price Savings Percent   |   |  | 1                                     |
| ard Decision   |   | <del></del>  | 1                                     |
| and  | (4.5)   | Yet  |                                       |
| ard Cuanhty  |   | 20000 20000  |                                       |
| ard Amunit   | 111   | 51,000,00  | 1                                     |
| te to Buyer<br>sichments   |   | No   |                                       |
| Year 2: Sod Repair: 6,600 to 1 Line Type: Qualitim Item Revision Category Name 790.  | ntity   | I/OM Square Foot (Feet) Sinst Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046   | Agreement Co<br>Avvent An<br>Sa<br>Sa |
| usiness Relationship   | rarget value  | Spend Authorized   |                                       |
| upplier site   |   | - Service Continues a  | 1                                     |
| esponse Status   |   | Adive  | i                                     |
| hortlist Status  | 14.0  | Included   | 1                                     |
| ne Pricing   |   |  | 1                                     |
| sponse Price   |   | 179  | 4                                     |
| it Price Savings<br>it Price Savings Percent   |   |  | 4                                     |
| yard Decision  |   |  |                                       |
| ਪਵਰ :  | 18  | Yes  |                                       |
| vard Coaribly  |   | 20000 20000  |                                       |
| ard Amount   |   | 35,800,00  |                                       |
|  |   |  |                                       |
|  |   | No   | 1                                     |
| Machments  5 Year 2: Sod Repair: 19, 800 so Line Type Qua  |   | No  UOM Square Foot (Feet) Smit Pince  | Agreement Qu<br>Aviand An             |
| Archments Year 2; Sod Repair: 19,800 so Line Type Qua  | ntity   | Shirt Price<br>Current Price   | Agreement Qu<br>Award An<br>Sa<br>Sa  |
| Arthments Year 2; Sod Repair: 19,800 s. Line Type Qua tem Revision Caregray Name 790.  | ntity   | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  Response: 22046  | Avaint An                             |
| Year 2; Sod Repair, 19,800 so<br>Line Type Qua<br>(tem Revission<br>Category Name 790.   | ntity<br>00   | Shift Price Current Price  [WORLD SPORTS TORE AND MARKETING LLC  | Avaint An                             |
| Year 2: Sod Repair: 19: 800 sc Line Type Qua from (ten Revision Curegory Hime 780)   | ntity<br>00   | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized   | Avaint An                             |
| Archiments  Year 2; Sod Repair: 19,800 sc  Line Type Qua from (tem Revision Caregruy Hinne 790)  somme Relationship politic Sic  | ntity<br>00   | Shift Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spurio Rail/Furcied Active   | Avaint An                             |
| Archiments  Year 2; Sod Repair, 19, 800 sc  Line Type Qua from (tem Revissor) Caregray Name 790;  scrimes Relationating ppher Site aponies Shatus ordist Status  | ntity<br>00   | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized   | Avaint An                             |
| Year 2; Sod Repair, 19,800 sc<br>Line Type Qua<br>(Bern Revision)<br>Caregrary Name 760,<br>connect Status<br>connect Status<br>control St | ntity<br>00   | Shift Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spurio Rail/Furcied Active   | Avaint An                             |
| Year 2; Sod Repair, 19,800 to  Line Type Qua tiem (tem fewissin Category Hame 730,  control Relationship popular Ste popular Ste popular Status ordist Status popular Proc. t Proc. Syrings  | ntity<br>00   | Start Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized  Active Included   | Avaint An                             |
| Year 2; Sod Repair, 19,800 so Line Type Qua from feem Revision Caregory Name 790.  correse Relationating opplier Site emplores States ordist States ordist States ordist States te Pricking, eporase Propose te Price Sayings  | ntity<br>00   | Start Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized  Active Included   | Avaint An                             |
| Vear 2: Sod Repair. 19, 800 sc  Line Type Qua (tem Revision Category Name 780.)  connect Relationship popular Side esponse Status orthis Jeanus e Pricing approach Price in Price Savings a Price Savings a Price Savings are Quanta reard Usersians   | ntity<br>00   | Start Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized  Active Included   | Avaint An                             |
| Line Type Qua<br>Line Type Qua<br>Line Type Qua<br>(bern Revission)<br>Category Name 790.<br>category Name 790.<br>cat   | ntity<br>00   | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Authorized  Active Included  1 Se   | Avaint An                             |
| Archments  Year 2; Sod Repair, 19,800 to  Line Type Qua from feem feevision Category Harne 730.  connect Relationable popular Side esponse Status orbits status to Pricing approve Price to Pricing to Price Savings Price Savings and Usalitation ownth and Charles and Usalitation ownth and Charles ownth   | ntity<br>00   | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squrrid Authorized  Active Included  1 3e  Wes -20000   | Avaint An                             |
| Actiments  Year 2; Sod Repair: 19: 800 sc  Line Type Qua (tem Revissor) Categray Harne 730.  Series Rollatinushap palet Site sponse Status orthic Status ort   | ntity<br>00   | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Authorized  Active Included  1 Se   | Avaint An                             |
| Actiments  Year 2; Sod Repair: 19: 800 sc  Line Type Qua (tem Revissor) (tem Revissor) Category Marie 730;  series Relationable position State spoons State spoons Price Pricing upons Price Price Savings Price P   | ntity<br>00   | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squrrid Authorized  Active Included  1 3e  Wes -20000   | Avaid Ar                              |
| Item (tem (tem (tem (tem (tem (tem (tem (  | Target Value  Target Value  Sodding: including materials, turf eracentity | Shirt Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Squard Authorized  Active Included  1 36  20000  27,00000   | Avvand Par<br>Sa                      |
| trachments  5 Year 2: Sod Repair. 19,800 kg  Line Type Qua from feem Revision Caregray Name 730.  corress Relationship upplier Side estone or Station northis Leasure propriate Price propriate Price propriate Price price Savings price pric   | Target Value  Target Value  Sodding: Including materials, turf eractive   | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathracard Active Included  1 38  27,500,000 No  Idication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599 LIOM Square Foot (Feet) Start Price Current Price   | Sq. ft.) Agreement Oa Award An        |
| Actiments  Year 2; Sod Repair. 19, 800 sc  Line Type Qua (tem Revissor) Category Name 780.  Series Rationality popular State esponse Status orbits Status or   | Target Value  Target Value  Sodding: including materials, turf eracentity | Current Price Current Price Current Price  WORLD STORTS TURE AND MARKETING LLC Response; 22046 Spuria Authorized Active Included  1 38  20000  (es 27,000,00  No  No  World Stort Price Current Price Current Price  | Sq. ft.) Agreement Oa Award An        |
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| I Year 2: Sod Repair. 19, 800 so  Line Type Qualiform Item Revision Category Name 780.  serious Relationating upplier State esponse Status northis Satus ne Pricina seponse Pricina serious se   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Shift Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Ruthrushed  Active Included  1 Se  20000  No  No  World Sports furgation and ture application, etc. (1 to 6,599  Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Ruthronzed  | Sq. ft.) Agreement Oa Award An        |
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| Vear 2: Sod Repair: 19: 800 sc  Line Type Qualiform (tem Revision Category Name 780)  sommer Relationaring popular Site exponse Status ordist Satus ne Pricina sopratia Price is Price Savings Lone Type Countries  Lone Type Countries Savings is Price Savings Saving   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included  1 3e  27,900,900  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Square Foot (Feet) Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Square Response; 20046 | Sq. ft.) Agreement Oa Award An        |
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| Chements  Year 2; Sod Repair, 19, 800 so  Line Type Qua term Revision Caregory Name 780.  John State porces Editionable porces Edition Caregory Name 780.  John State porces Edition Caregory Name 780.  John State porces Edition Caregory Name 780.  John State Caregory Name 780.  John State Common Caregory Care   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included  1 3e  27,900,900  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Square Foot (Feet) Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Square Response; 20046 | Sq. ft.) Agreement Oa Award An        |
| Lene Type Qualifier Revision Charging Process  Line Type Qualifier Revision Category Name 780.  John State Resident Revision Category Name 780.  John State Resident Revision Category Name 780.  John State Resident Revision Revision Category Name 780.  John State Resident Revision Category Name 780.  John State Resident Revision Revisi   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Shirt Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathracard Active Included  1 3e  27,500,000  No  Mication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599  LIOM Square Foot (Feet) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spon Sections Active Irribudied  VEE   | Sq. ft.) Agreement Oa Award An        |
| chiments  (ear 2; Sod Repair, 19, 800 sc  Line Type Qua  (tem Revision Cuequry Hame 730)  prives Helationship place State pointer State pointe   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Shift Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Raifracand Active Included  1 38  20000  (es   | Sq. ft.) Agreement Oa Award An        |
| Achiments  Year 2: Sod Repair: 19: 800 sc  Line Type Qua item Revision Conegury Hime 780.  Series Soluminating popular Site sonores Status or Price Savings series Status ser Pricing sporter Price Series Savings Line Type Qua Item Revision Category Name 780.  Siness Revision Series Series Savings Series Savings Series Savings Series Savings Series Savings Frice Savin   | Target Value  Target Value  Sodding: Including materials, turf eractive   | Shirt Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathracard Active Included  1 3e  27,500,000  No  Mication, grading/topsoil and irrigation and turf application, etc. (1 to 6,599  LIOM Square Foot (Feet) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spon Sections Active Irribudied  VEE   | Sq. ft.) Agreement Oa Award An        |
| Actiments  Year 2: Sod Repair: 19,800 sc  Line Type Qua  (tem Revissor Category Marie 780.)  Serime Relationship probler Sets Serime Relationship probler Sets Serime Relationship offist Status  Fine Savings Price Savings Price Savings Price Savings Serime Relationship seriments  Year 2: Celebration Bermuda  Line Type Qua  Item Revision Category Marie 780.  Series Revision Category Marie 780.  | Target Value  Target Value  Sodding: Including materials, turf eractive   | Shift Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Raifracand Active Included  1 38  20000  (es   | Sq. ft.]  Agreement Ca                |

| Attachments  |  | No  | 7  |
|--|--|---|--|
|  | No. of Contrast Contrast Contrast      |   |  |
| 7 Year 2: Celebration Bermuda Sc   | odding: Including materials, turf era  | dication, grading/topsoll and irrigation and turf application, etc. (6,600 to   | 19.799 sq. (t.)  |
| Line Type Quant  | tity                                   | UOM Square Foot (Feet)  | Agreement Quartity 2000  |
| item   |  | Start Price   | Award Amount 35,800.0  |
| Item Revision  |  | Current Price   | Savings  |
| Caregory Name 790.00   | 1                                      |   | Savings  |
|  |  | [WORLD SPORTS TORF AND MARKETING LLC  |  |
|  | Target Value                           | Respense: 22045   |  |
| usinoss Relationship   |  | Spend Authorized  | 3  |
| upplier Site   |  |   |  |
| esponse Status<br>hortlist Status  | 1111                                   | Active<br>Included  | 4  |
| ne Pricing   | - 1                                    | 1000000   | -  |
| esponse Price  | 45                                     | 4. 47   | U  |
| er Price Savings   |  |   | 1  |
| nt Price Savings Fercert ward Decision   | 42                                     |   | 4  |
| ward Decision  |  | No.   |  |
| ward Quantity  |  | 20000 2000  | o contraction of the contraction |
| eard Amount  |  | 35,800,0  | o o  |
| ote to Bluyer  | 10                                     |   | 3  |
| tachments  | 1                                      | No  | 1  |
| Year 2: Celebration Bermuda Sc   | odding: Including materials, turf era- | dication, grading/topsoil and irrigation and turf application, etc. (19,800 s   | q. ft. +)  |
|  |  |   |  |
| Line Type Quant  | tity                                   | UOM Square Foot (Feet)  | Agreement Quartify 2000 Award Amount 25,600.0  |
| Item Revision  |  | Start Price<br>Current Price  | Award Amount 25,600.0<br>Savings   |
| Category Name 790.00   | 1                                      | contract the  | Savings  |
| 11244  |  | Control of the second   | 2,000  |
|  | T                                      | WORLD SPORTS TURF AND MARKETING LLC   |  |
| usiness Relationship   | Target Value                           | Response: 22046<br>Spend Authorized   | -  |
| uppi er Site   |  | Spend Aminonied   | -1   |
| esponde Status   | +                                      | Attive  | 1  |
| nordist Status   | 1, 11-                                 | included:   | 1  |
| ine Pricing  |  |   |  |
| espense Price  |  | 1.2   | 8  |
| init Price Savings<br>ant Price Savings Percent  |  |   | 4  |
| ward Decision  |  |   |  |
| Ward   | T.                                     | Vair  |  |
|  |  |   |  |
|  | 111                                    | 20000 2000  | 0  |
| ward rimplint  |  | 20000 20,600,0  | 0  |
| Ward Amount Vote Ib Buyer  |  | 20110 Yes 27,600,0  | 0  |
| ward Amount<br>Vote Iz Guyer<br>Mtachments   |  | 2000.00 No.   | 0  |
| Avand Duarbly<br>Avand Amburt<br>Vote to Guyan<br>Attachments<br>19 Year 2: Bahia Sed Installation   |  | 71810<br>20,000,0<br>No   |  |
| Avand Amount  Note 10 Guyer  Attachments  39 Year 2: Bahia Sod Installation  | ity                                    | No.   | 1  |
| weers empunt-<br>tone to dryver<br>Waschments<br>19 Year 2: Bahia Sed Installation<br>Line Type Quant<br>Item  | day                                    | No  UCM Square Foot (Feet) Stat Price   | Agreement Quaritay Avacad Armund 284.0   |
| werd Ampunt Joke to Beyver thischments  19 Year 2: Bahla Sed Installation Line Type Quant Item Revision  |  | No  UOM Square Foot (Feet)  | Agreement Quantity 40 Averal Arnura 394.0 Savnos   |
| went amount<br>lose to duyer<br>thatchments<br>IS Year 2: Bahia Sed installation<br>Line Type Quant<br>Item  |  | No  UCM Square Foot (Feet) Stat Price   | Agreement Quantity 40 Avairal Arrivate 384.0   |
| werd Amount Jose Le Buyer strachments  19 Year 2: Bahla Sed Installation Line Type Quant Item Revision   |  | No  UOM Square Foot (Feet) Start Price Ourcent Price  | Agreement Quently 40 Averal Artisus 394.0 Savings  |
| werd innount  (Date to etyper  Itschments  9 Year 2: Bahla Sed Installation  Lind Type Quant  Item Revision  Category Marie 790,00   |  | No  UCM Square Foot (Feet) Start Price Oursent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046   | Agreement Quently 40 Averal Artisus 394.0 Savings  |
| werd arround total Beyon Bachments  9 Year 2: Bahia Sed Installation Line Type Quant Item Revision Category Name 790,00  |  | No  UOM Squaré Foot (Feet) Start Price Ourcent Price  (WORLD SPORTS TURE AND MARKETING LLC.   | Agreement Quently 40 Averal Artisus 394.0 Savings  |
| vend from the control of the control |  | No  UCM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  | Agreement Quarter 40 Averand Arcture 384.0 Savings   |
| word arround to the Buyer Bachments  9 Year Zi. Bahia Sed Installation Line Type Quant Item Revision Category Name 790,00  Journess Helatinization Jupater Site Empores Status   |  | No  UOM Square Foot (Feet) Start Price Oursent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Openia Authorized  Activity.  | Agreement Quarter 40 Averand Arcture 384.0 Savings   |
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| werd Amount to te Beupre Bachments  9 Year 2: Bahie Sed Installation Line Type Quant Item Revision Category Name 790,00  usaness Metationship supplier Site esporess Setals borded Shatus ine Pricing expones Proce geopress Proce expones Proce geopress Proce exponess Proce geopress Proce exponess Proce expon |  | No  UCIM Square Foot (Feet) Start Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active: Included  | Agreement Quartey 44<br>Award Armunt 384/ngs<br>Savings<br>Savings   |
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| word wround took to eupor Bachments  9 Year 2: Bahia Sed Installation Line Type Quant Item Revision Category Name 790,00  Justiness Hebbinschip Juppler Site Expores Status Boothal Statius Front Process Expores Proce Expores Savings The Proce Savings The Process Th |  | No  UCIM Square Foot (Feet) Start Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active: Included  | Agreement Quartey 44<br>Award Armunt 384/ngs<br>Savings<br>Savings   |
| word around tools to dispersion of the Buyer association associati |  | No  UCIM Square Foot (Feet) Start Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active: Included  | Agreement Quartey 44<br>Award Armunt 384/ngs<br>Savings<br>Savings   |
| word around tools to deep and tools to deep a  |  | No  UOM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Responses: 22046 Spend Authorized Active. Included  | Agreement Quéritély Award Arraunt Savings Savings  |
| werd Amount toes to euper Bachments  9 Year 2: Bahia Sed Installation Line Type Quant Item Revision Category Name 790,00  useness Helstinnehru juguer Site (exponse Status houted Status houted Status houted Status fine Priolog exponse Price exponse Savings rick Price Savings rick Price Savings Precent ward Oceanity Ward Marchanter Ward Declaration   |  | No  UCM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized Active: Included  US  Vess 410  400  364.0  | Agreement Quartiley Award Arnuur 2840 Savings Savings  |
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| ward emport  Total Designer  Ittachments  9 Year 2: Bahla Sed Installation  Lind Type Quant  Item Revision  Category Mame 790,00  Justiness Helstinarship  Justiness Helsti | Target Value                           | No  UOM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opena Authorized Active: Included  US  Vies: 400  Vies: 400  No   | Agreement Quantay 40 Avant Arraus 3840 Savings Savings   |
| ward mount Jose to Beyon Jackhments  9 Year 2: Bahla Sed Installation Line Type Quant Item Revision Category Name 790,00  Joseph Sed   | Target Value                           | UCM Square Foot (Feet) Start Price Ourcet Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included  118  Vess 410  Vess 410  UCM Square Foot (Feet)  | Agreement Quantity  Agreement Quantity  Agreement Quantity   |
| weard proport  Jose D Boyer  Machinents  9 Year 2: Bahla Sed Installation  Lind Type Quant  Item Revision  Category Marie 790,00  Joseph Marie 790,00  Josep | Target Value                           | UCIM Square Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  US  400  Ves  400  UCIM Square Foot (Feet) Start Price  | Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Aground  |
| Weard annual Tools to Buyer State St | Target Value  Procedify  Procedify     | UCM Square Foot (Feet) Start Price Ourcet Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included  118  Vess 410  Vess 410  UCM Square Foot (Feet)  | Agreement Quantity Agreement Quantity Avant Amount  Agreement Quantity Avant Amount  Ayang   |
| Weard amount  Jose Le Buyer  Machinents  19 Year 2: Bahla Sed Installation  Line Type Quant  Item Revision  Category Marie 790,00  Susaness Relationables  Support Stee  Response Steels  Support Steel  Response Process  Jose Process  Jose Process  Jose Process  Jose Process  Weard Decision  Weard Decis | Target Value  Procedify  Procedify     | UCIM Square Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  US  400  Ves  400  UCIM Square Foot (Feet) Start Price  | Agreement Quantity Agreement Quantity Agreement Quantity Ayeas Agreement Quantity Ayeas Agreement Quantity Ayeas Agreement Quantity  |
| Weard amount Mose Li Bayuri Machments  19 Year 2: Bahia Sed Installation Line Type Quant Identification Category Name 790,00  Business Helatiniship Busine | Target Value  Prototilly               | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  USM Square Foot (Fest) Start Price  USM Square Foot (Fest) Start Price  USM Square Foot (Fest) Start Price  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Quantity Agreement Quantity Ayeard Amoure Agreement Quantity Ayeard Amoure Savorgs   |
| Weard amount  Jack Beyver  Machinents  19 Year 2: Bahla Sed Installation  Line Type Quant  Item Revision  Category Mame 790,00  Susiness Helstinnehru  Supplern Side  Verspernes Proces  Supplern Side  Verspernes Proces  June Priceing  Verspernes Proces  June Priceing  Verspernes Proces  June Priceing  Verspernes Proces  Verspernes   | Target Value  Procedify  Procedify     | UCM Square Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Opend Authorized  Active: Included  USM  Vies:  4U  UCM Square Foot (Feet) Shart Price  UCM Square Foot (Feet) Shart Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 | Agreement Quantity Agreement Quantity Ayeard Amoure Agreement Quantity Ayeard Amoure Savorgs   |
| Weard amount Jose La Buyer Machments  19 Year 2: Bahla Sed Installation Line Type Quant Identification Category Name 790,00  Business Helatinizehip Surpher Side Response Status Monthal Status Line Pricing P | Target Value  Prototilly               | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  USM Square Foot (Fest) Start Price  USM Square Foot (Fest) Start Price  USM Square Foot (Fest) Start Price  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Quantity Agreement Quantity Ayeard Amoure Agreement Quantity Ayeard Amoure Savorgs   |
| Weard amount  Jose Le Buyer  Machinents  19 Year 2: Bahla Sed Installation  Line Type Quant  Item Revision  Category Mame 790,00  Musiness Helstimethys  Supplier Site  Response Status  Monthal Status  Intel Pricing  Prepares Price  Are price Savings  Jose Le Supplier  Land Type Quant  Jum Revission  Category Manie 780,00  Suscenses Relationship  Josephar Site  | Target Value  Prototilly               | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Diponal Authorized  Active Included  USM  Ves  4U  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Diponal Authorized  Active Included  USM  Ves  4U  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Syemil Authorized   | Agreement Quantity Agreement Quantity Ayeard Amoure Agreement Quantity Ayeard Amoure Savorgs   |
| Weard amount Mose Li Bayuri Machments  19 Year 2: Bahia Sed Installation Line Type Quant Identification Category Name 790,00  Business Helatiniship Busine | Target Value  Prototilly               | UCM Square Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Opend Authorized  Active: Included  USM  Vies:  4U  UCM Square Foot (Feet) Shart Price  UCM Square Foot (Feet) Shart Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 | Agreement Quantity Agreement Quantity Ayeard Amoure Agreement Quantity Ayeard Amoure Savorgs   |

| Response Price   | 11.1                    | 0.12  |  |
|--|-------------------------|---|--|
| ins Price Savings  | 11                      |   |  |
| nt Price Savings Percent<br>ward Decision  | 1 11                    |   |  |
| ward Decision  | · ·                     | Ves   |  |
| Ward Cuantity  |                         | 49000 40000   |  |
| weru Amount  |                         | 4,800.00  |  |
| Tote to Suyer  | +                       |   |  |
| Attachments  |                         | No  |  |
| Tall Transcription Visit I   |                         |   |  |
| 11 Year 2: Laser Level Ballfield with Rot  | totill of Calcined Clay |   |  |
| Line Type Quantity   |                         | UOM Square Foot (Feet)  | Agreement Quantity 40000   |
| tem (tem   |                         | Start Price   | Award Amount 8,400.00  |
| Item Prevision   |                         | Current Price   | Savings 5,400.00   |
| Category Name 790.00   |                         | 2007 E. G. 1719 S.  | Savings  |
| 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3  |                         |   |  |
|  | 1                       | WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value            | Response: 22046   |  |
| usness Relationship  |                         | Spend Authorized  |  |
| upplier Site   |                         |   |  |
| Perpunse Status  |                         | Active  |  |
| hortlist Status  |                         | Included  |  |
| ine Pricing  | 12                      |   |  |
| esponse Price  |                         | 0,21  |  |
| nit Price Savings<br>Int Price Savings Percent   | 4                       |   |  |
| ward Decision  | -                       |   |  |
| ward   | 7                       | Ves   |  |
| ward Deanlity  |                         | 4000  |  |
| Ward Amount  |                         | 8,400,00  |  |
| lote to Buyer  |                         |   |  |
| nactments.   | 1                       | I lua   |  |
|  |                         |   |  |
| 2 Year 2: Rebuild Pitcher Mound  |                         |   |  |
| Later Contra   |                         | UOM Each  | Agreement Quantity 10  |
| Line Type: Quantity Item   |                         | Start Pribe   | Aviand Amount 11,220,00  |
| Item Sevesion  |                         | Current Price   | Savings  |
| Category Name 790.00   |                         | Control Control   | Savings  |
| 3513414 35135 35137  |                         |   |  |
|  | I. Kanada a             | WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value            | Response: 22046   |  |
| usiness Relationship   | in in a                 | Spend Buthorized  |  |
| inpplier Site  |                         |   |  |
| esponad Status   | 175                     | Active  |  |
| hortist Status   | 1.0:                    | Included  |  |
| ine Pricing<br>Exponse Price   | 7                       | 1.122.00  |  |
| esponse irnoe<br>Init Price Savings  | +                       | 1,322,80  |  |
| nt Price Savings Percent   | 1                       |   |  |
| ward Decision  |                         |   |  |
| ward   | 7.11                    | Yes   |  |
|  |                         | 10  |  |
|  |                         | 10  |  |
| ward Amount:   |                         | 11,220,00   |  |
| ward Amount<br>late to Buyer   |                         | 11.220.00   |  |
| ward Amount<br>late to Buyer   |                         | 11.220,00   |  |
| ward Amount:<br>fale to Buyer<br>attachments   |                         |   |  |
| Award Amount<br>Vote to Buyer<br>Attachments   | ard .                   |   |  |
| ward Amount<br>(de la Buyer<br>thadments<br>3 Year 2: Ballfield Clay per 18-Cubic Y:   | ard                     | plo   | Agreement Quartey 20   |
| word Amount:<br>date to Buyer<br>titadhments<br>3 Year 2: Ballfield Clay per 18-Cubic Y:<br>Line Type: Quantity<br>tem   | ard                     |   | Agreement Casactoy Award Amount 30234300   |
| ward Amount: Idio to Buyer Itaurments 3 Year 2: Ballfield Clay per 18-Cubic Y: Line Type: Quantity Item Revision   | ard                     | No UCM Each   | Avieni Amount 30,294,00<br>Savings   |
| word Amount:<br>date to Buyer<br>titadhments<br>3 Year 2: Ballfield Clay per 18-Cubic Y:<br>Line Type: Quantity<br>tem   | ard                     | No<br>UGM Each<br>Stait Prote   | Aviend Amount 30,294,00  |
| ward Amount: Idio to Buyer Itaurments 3 Year 2: Ballfield Clay per 18-Cubic Y: Line Type: Quantity Item Revision   | ard                     | UGM Each<br>Stat Price<br>Ownerst Price   | Avieni Amount 30,294,00<br>Savings   |
| ward Armunt: folde to Buyer that of which the state of th |                         | OGM Each Stat Proc Ownert Proc  | Avieni Amount 30,294,00<br>Savings   |
| ward Amount. Idde to Buyer Itta Creates 3 Year 2: Ballfield Clay per 18-Cubic Y: Line Type Quantity Ittem Ittem Ittem Category Hame 790.00   | Target Value            | MORLD SPORTS TURF AND MARKETING LLC Response: 22046   | Aviera Amount 30,294,00<br>Savings   |
| ward Amount die lo Buyer tachments  3 Year 2: Ballfield Clay per 18-Cubic Yi LineType Quantity tem Revision Category Hame 790.00   |                         | OGM Each Stat Proc Ownert Proc  | Avieni Amount 30,294,00<br>Savings   |
| ward Amount: die to Buyer the owners  3 Year 2: Ballfield Clay per 18-Cubic Y: Line Type Quantity them Revision Category Hame 790.00  Lusiness Helatenship: uppier Site  |                         | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  | Avieni Amount 30,294,00<br>Savings   |
| ward Amount die to Buyer tationnests  3 Year 2: Ballfield Clay per 18-Cubic Yi Line Type: Quantity teem litem Revision. Category Hame 790,00  usiness Helatenship. uppier Site exponse Status  |                         | WORLD SPORTS TURE AND MARKETING LLC Response 2046 Spend Authorized  | Avieni Amount 30,294,00<br>Savings   |
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| ward Amount due to Buyer tadminists  3 Year 2: Ballfield Cray per 18-Cubic Yi Line Type Quantity teem teem teem Category Hame 790,00  usariess Helatiniship upper sine esperyani Satura horitict Satura horitict Satura  |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included  | Avient Amount 30,294,00  |
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| ward Amount total to Buyer tallometers  3 Year 2: Ballfield Clay per 18-Cubic Yi LineType Quantity tiem liters Previous Category Hame 790.00  lusness Helatinschip uppier Site expores Status herbrids Status line Pricing espores Price int Price Savings inte Price Savings inter Price Savings interprice Savings |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included  | Avient Amount 30,294,00  |
| ward Amount die to Buyer tationneits  3 Year 2: Ballfield Cray per 18-Cubic Yi Line Type Quantity teen liem Revision Category Hame 790.00  usiness Helatinship uppier Site exposus Status exposus Status ine Pricing exposus Horos mit Price Savings mit Price Savings mit Price Savings ent Price Savings enter Price Savings ent |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included  | Avient Amount 30,294,00  |
| ward Amount (dale to Buyer that Owners)  3 Year 2: Ballfield Clay per 18-Cubic Yi Line Type Quantity them (tern Previous)  Line Type Quantity them (Category Hame 790.00  Business Relationship supplies Steel Business Steel Business Relationship supplies Steel Business Relationship supplies Steel Business Relation Busi |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included  | Avient Amount 30,294,00  |
| ward Amount  (date to Buyer  ttachments  3 Year 2: Ballfield Cray per 18-Cubic Yi  Line Type Quantity  ttern  Item Revision  Category Hame 790.00  Business Helatimodity  appear Site  response Satus  frontiet Satus  frontie |                         | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Sprend Authorized Action Included  1.514.70   | Avient Amount 30,294,00  |
| ward Amount  (die to Buyer  that owners)  3 Year 2: Ballfield Clay per 18-Cubic Yi  Line Type: Quantity  them  Rem Revision  Category Haine 790.00  Business Holdenrichie  supplier Site  response Status  horritet Status  Inte Pricing  tesponse Savings  response Savings  ward Decision  ward Usanity  ward Usanity  ward Usanity  ward Usanity  |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included  | Avient Amount 30,294,00  |
| ward Amount (date to Buyer title chemonts 3 Year 2: Ballfield Cray per 18-Cubic Y:   |                         | Mo  JCM Each Staft Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Egend Authorized  Action Included  1.514.70  7/Es  JO | Avient Amount 30,294,00  |
| ward Amount (date to Buyer title chemonts 3 Year 2: Ballfield Cray per 18-Cubic Y:   |                         | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Sprend Authorized Action Included  1.514.70   | Aviera Amount 30,294,00<br>Savings   |
| ward Amount.  Well to Buyer  Itta divinents  3 Year 2: Ballfield Cray per 18-Cubic Yi  Line Type Quantity  Item Revision  Category Hame 790.00  suppose Site  Response Status  Inordist Status  I |                         | Mo  JCM Each Staft Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Egend Authorized  Action Included  1.514.70  7/Es  JO | Aviera Amount 30,294,00<br>Savings   |
| ward Amount.  Well to Buyer  Itta divinents  3 Year 2: Ballfield Cray per 18-Cubic Yi  Line Type Quantity  Item Revision  Category Hame 790.00  suppose Site  Response Status  Inordist Status  I |                         | Mo  JCM Each Staft Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Egend Authorized  Action Included  1.514.70  7/Es  JO | Aviera Amount 30,294,00<br>Savings   |
| ward Amount.  Well to Buyer  Itta develorits  3 Year 2: Ballfield Cray per 18-Cubic Y:  Line Type Quantity  Item Revision  Category Hance 790.00  suppose Site  Response Frobate  Response Status  Bontlets Status  Bontlets Status  Intel Pricing  Response Froce  Intel Pricing  Response  Respo |                         | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Egend Aufbarred Action Included  1.514.70  10  10  10  100  100  100  100   | Averent Amours 30224200<br>Savergs<br>Savergs  |
| Wester A mount.  Wide to Buyer  Machinents  13 Year 2: Ballfield Clay per 18-Cubic Yi.  Line Type Quantity  Bern Devision  Category Name 790.00  Subness Holderschie  Supplier Site  Finger Site  Finger Site  Supplier Fince  Response Site  Supplier Fince  Response Fince  Respon  |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 2046 Sprend Authorized Action Included  1.514.70  VES JO JO JO294.00  LOM Each  | Agreement Ouentry 30294300 Agreement Ouentry 300   |
| Average Amount.  Water to Bluyer  Attachments  13 Year 2: Ballfield Clay per 18-Cubic Yr.  Line Type Quantity term term Revision Category Harne 790.00  Business Holadership Supplier Site Fersponse Status Shortlet Status Inte Pricing Response Floor Inte Price Savings Inter Type S |                         | MONE Each Start Price Current Price  WORKED SPORTS TURE AND MARKETING LLC Response: 22046 Sarend Authorized  Action Included  1.514.70  140  140  150M Each Sam Price                 | Agreement Ousnity  Agreement Ousnity |
| Item Revision Category Name 790.00  Business Holasmirchig Supplier Site Herponier Status Unite Price Status Unite Price Savings Unite Price Saving |                         | WORLD SPORTS TURE AND MARKETING LLC Response: 2046 Sprend Authorized Action Included  1.514.70  VES JO JO JO294.00  LOM Each  | Agreement Ouentry 30294300 Agreement Ouentry 300   |

|  | Target Value  | WORLD SPORTS TURF AND MARKETING LLC<br>Response; 22046  |  |
|--|---|---|--|
| usiness Relationing  | 100 201 2000  | Spend Authorized  | -  |
| uppler Site  |   |   | 7  |
| Response Status  | 1100  | Active  | 3  |
| Findist Status   | U.S.  | Included  | 4  |
| Ine Pricing<br>Response Price  |   | (305.6  | 7  |
| Int Price Savings  |   | 1,500.00  | 1  |
| Int Price Savings Percent  |   |   | <b>-</b>   |
| ward Decision  | 14  |   |  |
| ward<br>ward Cuanhty   |   | Yes 20  |  |
| ward Armont  |   | 391,880.0   | 0  |
| Voté to Buyer  |   |   | -  |
| Attachments  | 151   | No  | 3  |
| 5 Year 2: Lip Repair (Major) Leve Type: Qualities (Revision   Revision   Category Name 790)  |   | UCM Each<br>Stort Price<br>Current Price  | Agreement Quantity Award Amount Savings Savings  |
|  | I   | WORLD SPORTS TURF AND MARKETING LLC   | T  |
|  | Target Value  | Response; 22046   |  |
| Business Relationship  |   | Spend Authorized  | -  |
| Supplier Site<br>Response Status   |   | Adive   | -  |
| Shortlist Status   |   | Included  | 1  |
| ine Pricing  | <u> </u>  |   |  |
| Tesponse Price   |   | 2,2103  | 4  |
| Int Price Savings  |   |   | 4  |
| Int Price Savings Percent<br>Ward Decision   |   |   | -  |
| AVVIDO:  | 1:-   | Yes   | 3  |
| Iward Coarlisty  | 181   | 300   |  |
| Williams Draws   | 11 (1.  | 883,102.0   | 0  |
|  |   |   |  |
| Jore to Buyer<br>Machments   |   | Na  | 3  |
| Marchments  6 Year 2: Turface MVP All Sport  Line Type Qua   | or approved equivalent (50 pound bag                                  | UCM Each<br>Smit Price  | Agreement Quantity Award Amount 28   |
| 8 Year 2: Turface MVP All Sport Line Type Qua  | ntity   | UCM Each<br>Suit Price<br>Current Price   | Agreement Obsorby Award Armund Savings Savings   |
| Machments  6 Year 2: Turface MVP All Sport  Line Type Qua  Item (tem Revision  | ntity<br>00   | )  UCM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  | Avaid Amount 28<br>Savings   |
| Machinents  6 Year 2: Turface MVP All Sport  Line Type Qua  from  tem Revision  Caregury Name 7803   | ntity   | UCM Each<br>Suit Price<br>Current Price   | Avaid Amount 28<br>Savings   |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua- flerin  Item Revision  Category Name 780)  Suparines: Relationshipp  Supplier Site   | ntity<br>00   | UCM Each Smit Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Aufforgrad   | Avaid Amount 28<br>Savings   |
| Susmines Relations  Susmines Relations  Susmines Relations  Susmines Relations  Susmines Relations  Susmines Relations  Susmines Site  Response Status   | ntity<br>00   | UCM Each Smit Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Authorized  Active:  | Avaid Amount 28<br>Savings   |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua filtern frem Revision Category Name 790  Sustaines: Relationship Supplier Site Response Shaltus Hendris Status  | ntity<br>00   | UCM Each Smit Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Aufforgrad   | Avaid Amount 28<br>Savings   |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua titem Revision  Category Name 780)  Summer Halamanning Suppler Site Versponner Station  John Station  Line Pricing  Stepponner Price  Line Pricing  | ntity<br>00   | UCM Each Smit Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Authorized  Active:  | Avant Avrourt Savings Savings  |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua from from Revision Caregory Name 7907  Suspines Relationship Supplier Site Responses States Shortins Status Line Pricing. Responses Prico.  | ntity<br>00   | UCM Each Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squind Authorized  Active Included  | Avant Avrourt Savings Savings  |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua term tem Revision Category Name 780.)  Sustriese Relationship supplier Site Response Status senortist Status Line Pricing Strong Price Sayings Line Price Sayings   | ntity<br>00   | UCM Each Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squind Authorized  Active Included  | Avant Avriunt Savings Savings  |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua title | ntity<br>00   | UCM Each Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squind Authorized  Active Included  | Avant Avriunt Savings Savings  |
| Attachments  Line Type Qualiform Item Revisaon Caregray Name 7800  Supplier Site Verspan se Station Honoritis Price Honoritis Processing Honoritis Processings Honoritis Honoritis Honoritis Savings Honoritis Honorit | ntity<br>00   | UCM Each Sant Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized  Active Included  1,000 6   | Avanuare 28 Savings Savings  |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua floring floring Category Name 750.0  Business Hallaminutup  Supplier Site  Response Status  Line Pricip Status  Line Pricip Savings Pricond  The Pricip Savings Pricond  Ward Decision  Ward Calantity  Ward Calantity  Ward Calantity  Ward Calantity  Ward Calantity  Ward Calantity  | ntity<br>00   | UCIM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Authorized  Active Included  I/2006  | Avanuare 28 Savings Savings  |
| Attrachments  16 Year 2: Turface MVP All Sport  Line Type Qua filtern (tern Reviesion Caregory Name 760)  Susannese Relationniship Suppider Site Versponse Stations shortist Stations shortist Stations shortist Stations from Stations from Price Springs Jine Pricing Jine Price Savings Parcent (ward Oes) Shortings ward Casanton ward Casanton  ward Casan | ntity<br>00   | UCM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Authorized  Active Included  1,2006   | Avanuare 28 Savings Savings  |
| Line Type Qua<br>florm<br>(tem Revision<br>Caregury Name 790)<br>Summer Hulummuhap<br>supplier Site<br>Response Status<br>shortist Status<br>Inte Pricing<br>Response Frice<br>Unit Price Savings<br>Just Price Savings Percent<br>Award Decision  | ntity<br>00   | UCM Each Sant Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized  Active Included  1,000 6   | Avanuare 28 Savings Savings  |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua figerin (tern Revission Caregrary Name 790)  Susprime Relationship Supplier Site Response Stations Shorthst Stations Shorthst Stations Shorthst Stations Line Price Savings Line Price Savings Percent Ward Deal Sind Ward Deal Sind Ward Deal Sind Ward Chambin | Target Value  Target Value  I and Reinstallation (Whole field)        | UCM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Authorized  Active Included  1,2006   | Avanuare 28 Savings Savings  |
| Attrachments  Line Type Qualiform (tern Revision)  Category Name 780)  Suparinse Habitaninhip  Inter Prioria  Iter Type Gualifor  Iter Revision  Category Mane 780)   | Target Value  Target Value  I and Reinstallation (Whole field)        | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Anthroad Active Included  Ves  26,112.0  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Anthroad Active Included  USB 6  Ves  UMB Each Start Proc Current Proc  WORLD SPORTS TURE AND MARKETING LLC Response; 20046  | Agreement Guardity Award Amount Agreement Guardity Award Amount Salvings                         |
| Attrachments  Line Type Qualiform (Lem Revisador Caregray Name 750)  Susarines Helataninhap  Susarines Helataninhap  Susarines Helataninhap  Susarines Holding  Top Price Savings  Top Price Savings  The Price Savings Percent  Ward Decision  Ward D | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Sound Authorized Active Included  1,200 8  100 Each Sunt Price Quient Price  WORLD SPORTS TURE AND MARKETING LLC  1,000 Each Sunt Price Quient Price  | Agreement Guardity Award Amount Agreement Guardity Award Amount Salvings                         |
| Attractoments  16 Year 2: Turface MVP All Sport  Line Type Qua figerin (tern Revission Category Name 780)  Supprier Site Response Station Shortist Station Shortist Station Shortist Station Shortist Station Helporise Station Helporise Station Helporise Station Helporise Station Helporise Holo Line Price Savings Helporise Holo Holo Holo Holo Holo Holo Holo Hol  | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squand Authorized Active Included  1,205 6  1,205 6  1,205 6  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized  1,205 6 | Agreement Guardity Award Amount Agreement Guardity Award Amount Salvings                         |
| Attractoments  16 Year 2: Turface MVP All Sport Line Type Qua Item (tem Revisator Caregory Name 780)  Superies: Habitannubip Superies: Habitan Superies: Habitan Habit | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Anthroad Active Included  Ves  26,112.0  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Anthroad Active Included  USB 6  Ves  UMB Each Start Proc Current Proc  WORLD SPORTS TURE AND MARKETING LLC Response; 20046  | Agreement Guardity Award Amount Agreement Guardity Award Amount Salvings                         |
| Attractoments  16 Year 2: Turface MVP All Sport  Line Type Qua figerin (tern Revission Caregrary Name 780)  Suppriers Site Response Station Shortist Sho | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Auffordand Active Included  I/85 8  UCIM Each Spund Auffordand  Active Included  UCIM Each Stund Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Aufforded  Active Included   | Agreement Quantity Award Amount Agreement Savings  Agreement Savings  Agreement Savings  Savings |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua filtern tern Revision Caregory Name 780)  Supprier Site Verponies Status information Status information Status information Status information Status information Status information infor | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Start Price Current Price  WORLD SPORTS TURE AND MARRETING LLC Response; 20046 Spund Authorized Active Included  UCIM Each Start Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Quantity Award Amount Agreement Savings  Agreement Savings  Agreement Savings  Savings |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua intern Revision Caregory Name 780.)  Supprier Site Response Status Supprier Site Response Status Supprier Site Response Status Supprier Site Response Status Supprier Site Response Price Inter Price Savings Internet Savings Item Revision Category Name 780.)  Business Relaborance Item Revision Supprier Site Response Status St | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Auffordand Active Included  I/85 8  UCIM Each Spund Auffordand  Active Included  UCIM Each Stund Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Aufforded  Active Included   | Agreement Quantity Award Amount Agreement Savings  Agreement Savings  Agreement Savings  Savings |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua term tern Revision Category Name 780;  Supplier Site Verpone Status Supplier Site Status Supplier Site Verpone Status Supplier Status Supp | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Auffordand Active Included  I/85 8  UCIM Each Spund Auffordand  Active Included  UCIM Each Stund Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Aufforded  Active Included   | Agreement Quantity Award Amount Agreement Savings  Agreement Savings  Agreement Savings  Savings |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua filterin tern Revissor Caregrary Name 780 /  Susanness Retainmakip suppier Site Response Statius shortlist Statius shortlist Statius Line Pricing Response Fince Unit Price Savings Line Pricing Response Response Fince Line Response Line Response Resp | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Auffordand Active Included  I/85 8  UCIM Each Spund Auffordand  Active Included  UCIM Each Stund Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Aufforded  Active Included   | Agreement Quantity Award Amount Agreement Savings  Agreement Savings  Agreement Savings  Savings |
| Attachments  16 Year 2: Turface MVP All Sport  Line Type Qua file term Revision  Category Name 750 )  Supprier Site Response Status Shorthst Satus Line Pricing Free Savings Percent Award Cealings Line Price Savings Percent Ward User Site Line Type Gua Hern Savings Percent Line Type Gua Line Type | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Shart Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spania Authorized Active Included  Ves  UCIM Each Start Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spania Authorized Active Included  Ves  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spania Authorized Active Included  Ves  Ves   | Agreement Quantity Agreement Savings  Agreement Savings  Agreement Savings  Savings              |
| Attractoments  16 Year 2: Turface MVP All Sport Line: Type: Qua Item (tem Revissar) Caregray Name: 780)  Suprates: Habitannuhyp Suprates: Status Suprates: Stat | Target Value  Target Value  Jand Reinstallation (Whole field)  Intity | UCIM Each Saint Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Auffordand Active Included  I/85 8  UCIM Each Spund Auffordand  Active Included  UCIM Each Stund Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Aufforded  Active Included   | Agreement Quantity Agreement Savings  Agreement Savings  Agreement Savings  Savings              |

| Attachments  | -1                       | Nα   | 1   |
|--|--------------------------|--|---|
| A CONTRACTOR AND ADDRESS.  | all all all and a second |  |   |
| Year 2: Rough Grading under 100  | O cubic yards            |  |   |
| Line Type: Quantity  | 4                        | UOM Cubic Yard (s)   | Agreement Quantity 60   |
| item   |                          | Start Price  | Award Amount 4,590,00   |
| Item Revision  |                          | Owner Price  | Savings   |
| Category Name 790.00   |                          |  | Savings   |
|  |                          | WORLD SPORTS TURE AND MARKETING LLC  |   |
|  | Target Value             | Response; 22046  |   |
| Business Relationship  | 1                        | Spend Authorized   | 1   |
| Supplier Site  | - 1                      |  |   |
| Response Status  | 14 12                    | Active   | 3)  |
| Shortlist Status   |                          | Included   | 1   |
| Line Pricing<br>Response Price   |                          | 76.50  |   |
| Int Price Sayings  | _                        |  |   |
| Int Price Savings Percent  |                          |  | 1   |
| ward Decision  |                          |  |   |
| Award  | 124                      | Yas  |   |
| Award Cuantity<br>Award Amount   |                          | 4,590,00   |   |
| Vote to Buyer  |                          | 1,000,00   | 4   |
| Attachments  |                          | No   | 1   |
| A STATE OF THE STA | 1506 To T. T. T.         |  | -   |
| 9 Year 2: Rough Grading: 1,000 to 1  | 10,000 cubic yards       |  |   |
| Line Type Quantity   | ri di                    | MOM Cubic Yard (s)   | Agreement Quartity 50   |
| llem   |                          | Start Price  | Avenu Amount 4,528.80   |
| Item Revision  |                          | Current Price  | Savings   |
| Category Name 790.00   |                          |  | Savings   |
|  |                          | Constitution Activities and the second   | 2   |
|  | Target Value             | WORLD SPORTS TURP AND MARKETING LLC  |   |
| Pusiness Relationship  | Target value             | Response: 22046<br>Spend Authorized  |   |
| Supplier Site  |                          | Sperio Americano   | -   |
| Response Status  | -                        | Active   | 1   |
| Shortlist Status   |                          | Included   | 1   |
| ine Pricing  |                          |  |   |
| Response Price   |                          | 7541   | 8   |
| Unit Price Savings<br>Unit Price Savings Percent   |                          |  | 4   |
| Award Decision   | _                        |  |   |
| fiward   | L                        | Yes  |   |
| Avaird Duantity  |                          | 5U B   |   |
| Award Amount   |                          | 4,528.80   | 2   |
|  |                          |  |   |
| Note In Buyer  |                          | No.  | 4   |
| Note Ib Buyer<br>Altachments   |                          | No   | 1   |
| Note to Suyer<br>Attachments<br>50 Year 2: Rough Grading: 10,0001 c  | cubic yards +            | No   | 1   |
| Attachments<br>50 Year 2: Rough Grading, 10,0001 c   |                          | No   |   |
| Attachments  50 Year 2: Rough Grading, 10,0001 o   |                          | No USM Cubic Yard (s)  | Agreement Quartey 80  |
| Attachments<br>50 Year 2: Rough Grading: 10,0001 o<br>Line Type Quantin<br>Item  |                          | Sitart Price   | Award Amount 4,345:20   |
| Attachments  50 Year 2: Rough Grading: 10,0001 o  Line Type Quantin  Item  Item  Item  Item  Item  | 1                        | No  UOM Cubic Yard (s) Start Price Ourrent Price   | Aviant Amount 4,345.20<br>Savings   |
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| Ntachments  50 Year 2: Rough Grading: 10,0001 s  Line Type Quantin  Item  Item Revision  |                          | Start Price Oursert Price  WORLD SPORTS TURF AND MARKETING ELC   | Award Amount 4,345,20<br>Savings  |
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| Attachments  O Year 2: Rough Grading: 10,0001 e  Line Type Quantin Idem Idem Idem Roysson Category Name 190,00   |                          | Start Price Oursert Price  WORLD SPORTS TURF AND MARKETING ELC   | Award Amount 4,345,20<br>Savings  |
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| Utachments  10 Year 2: Rough Grading: 10,0001 of  Line Type Quantity filtern  Idem Rowsson  Category Name 790.00  Sources Relationship  Supplier Site  Response Status  Shorted Shatus  Line Pricing  Response Price   |                          | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spirind Authorized Active:   | Avand Anguin 4,345.20<br>Savings<br>Savings   |
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| Attachments  10 Year 2: Rough Grading: 10,000 to  Line Type Quantin  Line Type Quantin  Item Revision  Category Name 790,00  Supplier Site  Response Status  Shorthet Status  Intel Pricing  Response Price  R | Target Value             | Start Price Current Price Current Price  WORLD B PORTS TURE AND MARKETING LLC Response: 22046 Opens Authorized  Active Included  T7241  Vision BU  LIGHT Hour (s) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046   | Ayeard Annount Savings Savings Agreement Ovariety Averal Annount Savings  Agreement Ovariety Averal Annount Savings |
| Attachments  50 Year 2: Rough Grading: 10,0001 of Line Type Quanting Itam Revision Category Name 790,00  Susaness Helatinarchip Susaness Helatinarchip Susanes Helatinarchip Susanes Helatinarchip Susanes Helatinarchip Susanes Procedure Force | Target Value             | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spinot Authorized Active Included  Vision  UCIM Hour (s) Start Price  UNIM Hour (s) Start Price  WORLD SPORTS TURE AND MARKETING LLC Responses 20046 Spinot Restronced  Active  Active | Agreement Outsidy Agreement Outsidy Award Amount Agreement Outsidy Award Amount Swingy                              |
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| Response Price   |              | 784  | 5  |
|--|--------------|--|--|
| unt Price Savings  |              |  |  |
| Int Price Savings Percent  | F 1 12       |  |  |
| Award Decision   | - 13         |  |  |
| Award  |              | Yes  |  |
| Ward Clianity  | 147          | 12113  | 1.0  |
|  |              | 1,2112   | 10   |
| rote to Suyer  |              |  | 4  |
| Attachements   | _1:          | No   | _  |
| 2 Year 2: Non-Standard Labor Hour(s)   |              |  |  |
| 22 Tear 2. Non-Standard Capor Hours  |              |  |  |
| Line Type Quantity   |              | LIOM Hour (s)  | Agreement Quantity 10  |
| (tem)  |              | Start Price  | Award Amount 581.40  |
| Item Frevision   |              | Current Price  | 5avings  |
| Category Name 790.00   |              |  | Savings  |
|  |              | The second secon | - V  |
|  |              | WORLD SPORTS TURF AND MARKETING LLC  |  |
|  | Target Value | Response: 22046  |  |
| Susmess Relationship   |              | Spend Authorized   |  |
| Supplier Site  |              |  |  |
| Perponse Status  |              | Active   |  |
| Shortlist Status   | 1/1          | Included   |  |
| ine Pricing  | -3           |  | <del>=</del>   |
| Response Price   |              | 58.1   | 6  |
| Int Price Savings  | 1.17         |  | 1  |
| Int Price Savings Percent  |              |  |  |
| ward Decision  | 16           |  |  |
| brand  | 142          | Yes  |  |
| Award Duantity   | 1101         | (III)  | O  |
| Award Amount   |              | 581,4  | 0  |
| lote to Buyer  | LDL          |  | 3  |
| markments.   | 14 14        | No   |  |
|  |              |  |  |
| 33 Year 3: Athletic Turf Mowing Service  | 15           |  |  |
| Contract Manager   |              | 104674C-74C  | to make the same of  |
| Line Type Quantity   |              | UGM Acre(s)  | Agricement Quantity 400  |
| Item   |              | Start Price  | Aviara Amount 38,120,00  |
| Item Peycann   |              | Current Price  | Savings  |
| Category Name 790.00   |              |  | Savings  |
|  |              |  |  |
|  |              |  |  |
|  | Liman        | WORLD SPORTS TURF AND MARKETING LLC  |  |
|  | Target Value | Response: 22046  |  |
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| Simplier Site  | Target Value | Response: 22046<br>Spend Authorized  |  |
| Simpoler Site<br>Response Status   | TargetValue  | Response: 22046<br>Spend Authorized<br>Active  |  |
| impoler Sité<br>Responác Status<br>Prortist Status   | Target Value | Response: 22046<br>Spend Authorized  |  |
| Suppler Sité<br>Response Status<br>Shortlet Status<br>Line Pricing   | Target Value | Response: 2048 Spend Authorized Active Included  |  |
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| Simpler Site  Responder Status  Chorinet Status  Line Pricing  Responder Price  July Price Savings  Line Line Line Price Savings  Line Line Price Savings  Line Price  | Target Value | Response: 2048 Spend Anthonized Active Included  47.6  West 418  | 0  |
| Simpler Site  Responder Status  Chorinet Status  Line Pricing  Responder Price  July Price Savings  Line Line Line Price Savings  Line Line Price Savings  Line Price  | Target Valua | Response: 20948 Spend Authorized Active Included  Yes Atl  | 0  |
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| Business Religionship. Simpler Site Responds Status. Shorint Status. Une Pricing Responds Price Une Pricing Responds Price Une Price Savings Une Price Savings Une Price Savings Une Price Savings What Price Savings Award Decision Award Decision Award Cluenthy Award Amount Religions Religions Attachments S4 Year 3: Lime Applied for PH Balance   |              | Response: 2048 Spend Anthonized Active Included  47.6  West 418  | 0  |
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| Simpler Site Responds Status Phorinis Status Line Pricing Line Type Quantity Line Type Quantity  |              | Response: 20048  | Appearment Capacity  |
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| Simpler Site  Hopford Status  Hopford Status  Line Pricing  Response Price  Jim Price Savings  Jim Price  Jim Pr |              | Response: 2048 Spend Authorized Active Included  Yes  All  Yes  UCM Ton (s) Strat Price Ownert Price  WORLD SPORTS TURF AND MARKETING LLC Response: 2046 Estend Authorized   | Agreement Calactey Award Angust Savargs  |
| Supplier Site  - Factor Add Status - Factor Ad |              | Response: 20048 Spend distributed Activit Included  Incl | Agreement Calactey Award Angust Savargs  |
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| Supplier Site  -Factor As Status -Factor As Associated As |              | Response: 20048 Spend distributed Activit Included   | Agreement Quartey Advises Amount Savores Savores Savores   |
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| Sunder Site  - Recorder State  - Professor State  - State  |              | Response: 20048 Spend distributed Activit Included   | Agreement Quartey Advises Amount Savores Savores Savores   |
| Simpler Site  Fresponde Status  Anortist Status  Anortist Status  Inte Pricing  Suspines Price  Status  Status  Status  Status  Status  Status  Status  Status  Status  Suspines Holasmoly  Status  Status  Status  Status  Suspines Holasmoly  Suspines Holasmoly  Suspines Holasmoly  Suspines Holasmoly  Suspines Holasmoly  Suspines Holasmoly  Suspines Status  Shortist Status  Inte Pricing  Response Price  Inte Pricing  Response Free  Inte Price Savings Percent  Status  Shortist Status  Inte Price Savings Percent   |              | Response: 20048 Spend distributed Activit Included   | Agreement Quartey Advises Amount Savores Savores Savores   |
| Sunder Site  - Recorder Status  - Inter Pricing  - Recorder Status  - Inter Status  - Inter Type Quantity  - Item Price Status  - Inter Type Quantity  - Item Recorder  - Item Recorder  - Item Recorder  - Category Name 790.00  - Status  - Inter Pricing  - Recorder Status  - Inter Pricing  - Inter Pricing  - Inter Price Status  - Inter Pric |              | Response: 20048 Spend distributed Activit Included   | Agreement Quartey Advises Amount Savores Savores Savores   |
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| Simpler Site  - Response Status  - Inte Prolong  Response Proce  - Inte Prolong  Response Proce  - Inter Prolong  Response Proce  - Inter Process  - Inter Inter Status  - Inter Type Quantity  - Inter Revision  - Category Name 790.00  - Suriness Holadorichip  - Suriness Holadorichip  - Suriness Holadorichip  - Suriness Status  - Inter Process  - |              | Response: 20048 Spend distributed Activit Included   | Agresment Councies Agresment Councies Agresment Councies Agresment Sources Sou |
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| Simpler Site  Factories Status  Line Pricing  Response Price  July Pricing  Response Price  July Price Savings  And Charles  Line Type Quantity  Item  Item Revision  Category Name 790.00  Supplier Site  Response Status  Line Pricing  Response Status  Line Pricing  Response Price  Inter Price Savings  Line Pricing  Response Price  Line Pricing  Response  Res | Target Value | Response: 2048 Spend Authorized Active Included  Yes  ALL  ALL  Yes  ALL  Yes  ALL  ALL  Yes  ALL  ALL  ALL  ALL  ALL  ALL  ALL  A   | Agresment Councies Agresment Councies Agresment Councies Agresment Sources Sou |
| Simpler Site  Response Status  Chorolot Scalus  Line Priolog  Response Prioce  Juni Price Savings  Award Desisten  Line Savings Percent  Award Desisten  Response Prioce  Line Savings Percent  Award Desisten  Response Prioce  Line Typic Quantity  Item  Item Revision  Category Name 790.00  Business Helatenchip  Supplier Site  Response Status  Shortles Savings  Line Pricing  Response Prioce  Intel Price Savings  Line Pricing  Response Prioce  Intel Price Savings  Line Pricing  Response Prioce  Response Response  Response Re | Target Value | Response: 2048 Spend Authorized Active Included  Yes  ALL  ALL  Yes  ALL  Yes  ALL  ALL  Yes  ALL  ALL  ALL  ALL  ALL  ALL  ALL  A   | Agresment Councies Agresment Councies Agresment Councies Agresment Sources Sou |
| Supplier Site  -Recorder Status  -Recorder Statu | Target Value | Response: 2048 Spend Authorized Active Included  Yes  ALL  ALL  Yes  ALL  ALL  ALL  ALL  ALL  ALL  ALL  A  | Agreement Caractoy Award Amount Savergs Savergs  |
| Supplier Site  - Response Price  John Pricing  Response Price  John Pricing  Response Price  John Price Savings  John Price  John Price Savings  John Price  John  | Target Value | Response: 20048 Spend distributized Active Included  Vest  ALL  ALL  ALL  ALL  ALL  ALL  ALL  A   | Agreement Cuantity Swings Savings Savings Agreement Cuantity   |
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|  |                            | WORLD SPORTS TURF AND MARKETING LLC  | 1  |
|--|----------------------------|--|--|
|  | Target Value               | Response; 22046  |  |
| iusiness Relationiship   |                            | Spend Authorized   |  |
| iuppler Site<br>Response Status  |                            | Active   | -  |
| Shorther Shams   |                            | Included   | -  |
| Ine Pricing  | 9                          |  |  |
| Response Price   | 1707                       | 95638  |  |
| Unit Price Savings<br>Unit Price Savings Percent   |                            |  | 4  |
| Ward Decision  |                            |  | 1  |
| ward   | 30                         | Yes  |  |
| lward Cuanhty  |                            | 1  | 7  |
| Award Amount   | 11(1)                      | 6,654,62   | 2  |
| loté to Buyer<br>intschments   |                            | No.  |  |
| San Children   |                            | 140  | 4  |
| 6 Year 3: Approved Topsoil Line Type Quar item Item Revision Category Name 790.8   |                            | NOM Ton (s) Start Price Current Price  | Agreement Curatey Award Arround 50 Savings Savings                                       |
|  | Target Value               | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22046   |  |
| Susiness Relationship  |                            | Spend Authorized   | 1  |
| supplier Site  |                            |  | 1  |
| Response Status  |                            | Adive  |  |
| hortlist Status  | 14.11                      | Included   |  |
| ine Pricing  | -                          |  |  |
| lesponse Price<br>Int Price Savings  | -                          | 50 96  |  |
| Int Price Savings Percent  |                            |  | 1  |
| ward Decision  | 100                        |  |  |
| wied   | 101                        | Yes  |  |
| ward Coartity  | 1                          | 10   | 9  |
| ward Amnink  |                            | 38,605   | 2  |
| lote to Buyer<br>Machments   |                            | hir  | -  |
| MACHINEOUS .   |                            | 100  | 1  |
| Line Type Quar   | ntity                      | JOM Square Foot (Feet) Shift Price   | Agreement Quantay 50 Avoint Amount 91,80   |
| Line Type Quar<br>(term Revision<br>Category Name 790.0  |                            | Shart Price<br>Current Price   | Agreement Quantity 50 Award Arraunt 91,80 Savings Savings                                |
| (tem Revision  | 000                        | Sint Price Current Price  [WORLD SPORTS TURE AND MARKETING LLC   | Avaid Amount 91,80<br>Savings  |
| (tem Revision<br>Category Name <b>790.</b> 0   |                            | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046  | Avaid Amount 91,80<br>Savings  |
| Item Item Revision Caregory Hame 790.0   | 000                        | Sint Price Current Price  [WORLD SPORTS TURE AND MARKETING LLC   | Avaid Amount 91,80<br>Savings  |
| Item Revision Caregory Name 790.4  Justiness Relationmobile  Justiness Relationmobile  Justiness Relationmobile  Justiness Station   | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Signed Authorized Active:  | Avaid Amount 91,80<br>Savings  |
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| Item Revision Category Name 780.4 Listense Fallationship uppher Site esponse Shatis northist Sanus northist Sanus  | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Signed Authorized Active:  | Avaid Amount 91,80<br>Savings  |
| term (tern Revision Category Name 750.0  Category Name 750.0  Justiness Reliationship uppler Side expones Shalus ine Pricing ine Pricing.  | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Signed Authorized Active:  | Award Amount 91,80<br>Savings  |
| tem fevrisian Category Name 790.0 Category Name 790.0 userness Relationarity uppher Site espen as Shitus nordist Salaus ine Pricing espensas Prico int Prico Savings int Prico Savings int Prico Savings int Prico Savings   | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Signed Authorized Active:  | Award Amount 91,80<br>Savings  |
| tem Revisain Category Name 780.4 Category Name 780.4 Lusariese Hallatienship uppher Side espon se Shabas nordist Saarus ine Pricing esponse Prico nit Price Savings nit Price Savings Pascent ward Deal Ston   | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Signed Authorized Active:  | Award Amount 91,80<br>Savings  |
| tem Revision Category Name 790.0 Category Name 790.0 Usarrass Reliationary uppher Site response Status nordist Status ne Priding response Prior response Pri | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized Active Included   | Award Amount 91,80<br>Savings  |
| Item Revisalan Category Name 790.4 Category Name 790.4 Lusiness Hallatinnship supplier Side response States nondist Satiss Interprise Price Interprise Price Interprise Savings Interprise Savings Price Interprise Savings | 000                        | Shirt Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Aufbrownd  Active Included  1.52  | Avaird Amount 97,80<br>Savings<br>Savings  |
| term Revision Category Name 790.6 Usernes: Relationship uppher Site exponen: Status nordist sarus int Price Savings supported Price int Price Savings ward Decision ward Decision ward Cambby ward Amount.   | 000                        | Sinit Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized Active Included   | Avaird Amount 91,80<br>Savings<br>Savings  |
| term (tern Revision Caregory Name 790.6  Caregory Name 790.6  Jusques Relationship  applier Side  exponse Status  northat Status  ine Pricing  ine P | 000                        | Shirt Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Aufbrownd  Active Included  1.52  | Avaird Amount 91,80<br>Savings<br>Savings  |
| Item Revision Caregory Name 790.4  Susmess Rollamonday supplier Site Response States inordist Status inordist Status inordist Status inordist Status inter Pricing the price Savings inter Price inter Price  Backments  8 Year 3: Clay Repair - Premier Line Type Guar tellerin   | Target Value               | Sinit Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized  Active Included  1.52  Yes BIXOD  No  Mo  Mo  Mo  Square Foot (Feet) Studt Price  | Agreement Clearity Award Amount  Agreement Tolearity Award Amount                        |
| Item Revision Caregory Name 790.6  Rusiness Rullamentup supplier Site Response Status monthst status inte Pricing Response Prico inte Pricing Response Prico inter Pricing Response Prico inter Pricing Response Prico inter Price Savings Inter Price Savings Inter Price Savings Visited Calability Visited Amourt Lote to Eulyse Lated Type Guar Line Type G | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active Includes  1.52  WES BUULD  Yes BUULD  Yes Grand Prior  Current Prior  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Quantity   |
| term few salar few few few salar few few salar few few salar few   | Target Value               | Sinit Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  USM Square Foot (Feet) Start Price Current Price   | Agreement Clandity Award Around  Agreement Clandity Award Around Solvings                |
| Item Revision Caregory Name 790.6 Rusiness Rusiannings supplier Site Response Status inter Pricing Response Price inter Pricing Response Respo | Target Value  Target Value | WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized  Actine Included  1.52  Ves BIXOM Square Foot (Feet) Sturt Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046   | Agreement Clandity Award Around  Agreement Clandity Award Around Solvings                |
| Item Revision Caregory Name 790.4  Austress Reliationadop applare See response Status nordist Status Inte Pricing Response Prico Inte Pricing Response Prico Inter Pricing Response Response Prico Inter Pricing Item Revision Calegory Mane 790.4  usine 52 Reliationpring upphier Stee Response Status  | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC STANDARD  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Clandity Award Around  Agreement Clandity Award Around Solvings                |
| term few salar few   | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized  Active included  1.52  WORLD Square Foot (Feet) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term few salar from February Name 790.4  Austress Rallationarchip apphare 5te response Status northal status from Pricing. Response Marco from From Savings Procent ward Country ward Amount. On the Buyer factor from From Savings Procent from From Savings Procent ward Country ward Amount. On the Buyer factor from From Savings From Collegery Name 790.4  Line Type Guar Item for From Status from Status from Status for Pricing Status for Pricing Savings Status for Pricing From From Status for Pricing From From Status for Pricing From From From From From From From From   | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC STANDARD  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term Revision Caregory Name 790.6 Caregory Nam | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC STANDARD  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term few newsalan Caregory Name 780.4 Caregory Name 780.4 Lusiness Hallatinnship appher Side response Status northat Satista inte Pricing response Shatis northat Satista inte Pricing response Shatis northat Satista inte Pricing response Prico inte Pricing response Prico ward Usafist vard VestSom ward Usafist vard Anoure cote to Eduyer flacification Item Revision Category Name 780.4  usafiests Predatorship uppler Side response Satist refrice Satist response Satist refrice Satist response Sa | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC STANDARD  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term few salar  Caregory Name 790.6  Caregory Name 790.6  Laseness Relationariship uppher Site lespon se Status northet Status Inte Pricing lesponse Price Int Pricing lesponse Price ward Desiron ward Desiron lesponse Price lesponse Value lesponse Price lesponse Value lesponse Value lesponse Value lesponse Value lesponse Value lesponse Value lesponse Price lesponse Salaus lesponse Price lespons | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC STANDARD  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term few salar frem few salar few few salar few few salar few sala | Target Value  Target Value | Sinit Price Current Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Equind Authorized  Active Included  1.52  BUILD  Yes  BUILD  Yes  BUILD  Yes  BUILD  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spend Authorized  Active Included  4.50  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spend Authorized  Active Included | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings         |
| term few salar  Caregory Name 790.6  Caregory Name 790.6  Austrones Reliaboratory uppher Site response Status northet Status inte Pricing response Pricin inte Pricing response Pricin inte Pricing response Pricin inter Pricin generation ward Decision ward Decision ward Loure for the Savings Percent ward Canaday ward Amoure cote to Euger Bachments 8 Year 3: Clay Repair - Preniet Lime Type Quar term fitter Revision Category Name 790.6  usaness Reliaboratory uppher Site esponse Status for Pricing response Pricin me Pricin me Pricin me Pricin me Pricin me Pricin me Pricing me Pricin m | Target Value  Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active Included  1.52  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Stat Prior Current Prior  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Active Included  7,57  | Agreement Clandity Award Around  Agreement Clandity Award Around Solvings                |
| term Revisator Caregory Name 790.4 Caregory Na | Target Value  Target Value | Sinit Price Current Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Equind Authorized  Active Included  1.52  BUILD  Yes  BUILD  Yes  BUILD  Yes  BUILD  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spend Authorized  Active Included  4.50  WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spend Authorized  Active Included | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings Savings |
| Item Revision Caregory Name 790.6 Caregory Name 790.6 Euroness Relationship Supplier Site Response Status Shortist Status Line Pricing Response Pricing Inter Price Savings Line Price Savings Line Price Savings Line Price Savings Award Occision Award Calantity Versit Autourt Versit Autourt Line Type Guar Item Type Guar Item Revision  | Target Value  Target Value | WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  1.52  UCM Square Foot (Feet) Start Proc Currer Proc  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spend Authorized  Active Included  | Agreement Quantity Award Around Savings  Agreement Quantity Award Around Savings Savings |

| Attachments  |  | Nα  |   |
|--|--|---|---|
|  | J. J. Wang Va. Land  |   |   |
| 9 Year 3: Sod Repair: 1 to 6,599 s   | q. ft. of Bermuda Grass  |   |   |
| Line Type Quan   | tine   | UGM Square Foot (Feet)  | Agreement Quavitary 20000   |
| item-  | ,  | Start Price   | Award Amount \$2,000,00   |
| Item Revision  |  | Ourrent Price   | Savings   |
| Category Name 790.0  | 0  |   | Savings   |
|  |  | IWORLD SPORTS TORF AND MARKETING LLC  |   |
|  | Target Value   | Response; 22046   |   |
| Business Relationship  | 100 201 1000   | Spend Authorized  | 1   |
| Supplier Site  |  |   |   |
| Response Status  | 1471   | Active  |   |
| Shortlist Status   |  | Included  |   |
| ine Pricing  |  |   |   |
| Response Price<br>Int Price Sayings  |  | 260   |   |
| Int Price Savings Percent  |  |   |   |
| ward Decision  | The same of the sa |   |   |
| wed  | 1 21   | Yas   |   |
| word Quantity<br>Amend Amount  |  | 20000 20000   |   |
| lote to Buyer  |  | 62,000,00   |   |
| Attachments  |  | No  | 1   |
| AND AND THE COLD A   |  |   | •   |
| 0 Year 3: Sod Repair, 6,600 to 19,   | 799 sq. ft. of Bermuda Grass   |   |   |
| Line Type Quan   | tity   | UOM Square Foot (Feet)  | Agreement Quartry 20000   |
| Herri  |  | Start Price   | Award Amount 36,400.00  |
| Item Revision  |  | Current Price   | Savings   |
| Category Name 790.0  | 0  |   | Savings   |
|  | T  | WORLD SPORTS TURF AND MARKETING LLC.  | T.  |
|  | Target Value   | Response: 22048   |   |
| Susiness Relationship  | 7  | Spend Authorited  |   |
| upp er Site  | 10   |   |   |
| esponde Status<br>nordist Status   |  | Active  |   |
| ine Pricing  | - 4  | included  |   |
| espense Price  |  | 182   |   |
| Init Price Savings   |  |   | 1   |
| om Price Savings Percent   |  |   | 1   |
| ward Decision  |  |   |   |
| Award Duantity   | - 1  | Yes   |   |
| Award Amount   |  | 36,400.00   |   |
| lote to Buyer  |  |   |   |
| tore in adju-  |  |   |   |
| Altachments  |  | No  | I:  |
| Altachments  | ft + of Bermuda Grass  | No  | l   |
| Altachments<br>51 Year 3: Sod Repair: 19, 800 sq.  | ft. + of Bermuda Grass   | No  |   |
| Attachments<br>51 Year 3: Sod Repair: 19, 800 sq.<br>Line Type Quan  |  | No  DOM Square Foot (Feet)  | Agreement Quantity 20000  |
| Attachments<br>st Year 3: Sod Repair: 19,800 sq.<br>Line Type Quan<br>Illenti  |  | Start Price   | Award Amount 28,000,00  |
| Attachments<br>St Year 3: Sod Repair: 19,800 sq.<br>Line Type Quan<br>Item<br>Item Revision  | tity   | No<br>DOM Square Foot (Feet)<br>Shat Price<br>Ourcut Price  | Award Amount 28,000.00  |
| Machments<br>if Year 3: Sod Repair: 19,800 sq.<br>Line Type Quan<br>Illemi   | tity   | Sitest Price<br>Current Price   | Award Amount 28,000,00  |
| utachments<br>if Year 3: Sod Repair: 19, 800 sq.<br>Line Type Quan<br>Item<br>Item Revision  | tity   | Sitest Price<br>Current Price   | Award Amount 28,000,00  |
| Machiments  If Year 3: Sed Repair: 19,800 sq. Line Type Quan Idem Revision Category Name 790,0   | tity   | Start Mode Oursert Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046   | Award Amount 28,000,00  |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Item Item Revision Category Name 790,0   | o .  | Start Price Outent Price  [WORLD SPORTS TURE AND MARKETING LLC.   | Award Amount 28,000,00  |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan (Bernille Marchison) Category Name 790,0  Journeys Helationship: Lippaier Site  | o .  | Shat Price Ourset Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  | Award Amount 28,000,00  |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Item Item Revision Category Name 790,0  Justiness Relationship: Jupater Site Emporer Site  | o .  | Shat Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Sprind Authorized Activity   | Award Amount 28,000,00<br>Savings   |
| Itschments  1 Year 3: Sod Repair, 19, 800 sq. Line Type Quan Herm Ident Revision Category Name 790,0  Justiness Relationship Justiness Status Revited Status Revited Status Revited Status Revited Status Revited Status   | o .  | Shat Price Ourset Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  | Award Amount 28,000,00<br>Savings   |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Item Item Revision Category Name 790,0  Journess Relationship Juppier Site Juppier | o .  | Shat Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Sprind Authorized Activity   | Award Amount 28,000,00<br>Savings   |
| Itachments  1 Year 3: Sod Repair: 19, 300 sq. Line Type Quan Itam Itam Itam Revision Category Name 790,0  usaneso Helatinishiju jupairi Site esporaso Satus horibist Shabis ine Pricing lesporaso Prico  | o .  | Shart Price Current Price WORLD SPORT TURE AND MARKETING LLC Response; 2048 Spinit Authorized Active Included   | Award Amount 28,000,00<br>Savings   |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Item Item Item Item Item Item Item   | o .  | Shart Price Current Price WORLD SPORT TURE AND MARKETING LLC Response; 2048 Spinit Authorized Active Included   | Award Amount 28,000,00<br>Savings   |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Revision Category Name 790,0  Illustress Helstinarchist Limpaier Site Response Status Bourlied Shalus Imperior Pricing Response Price Response Savings Response Savings Response Savings Response Savings Response Savings Response  | o .  | Shart Price Current Price WORLD SPORT TURE AND MARKETING LLC Response; 2048 Spinit Authorized Active Included   | Award Amount 28,000,00<br>Savings   |
| Itachments  1 Year 3: Sod Repair: 19, 800 sq. Line Type Quan Item Item Item Revision Category Name 790,0  Justiness Helstinishing Jupater Site Esponse Status Northel Shalin Ine Pricing Esponse Price Expense E | o .  | Shart Price Current Price WORLD SPORT TURE AND MARKETING LLC Response; 2048 Spinit Authorized Active Included   | Award Amount 28,000,00 Savings  |
| Itschments  1 Year 3: Sod Repair: 19, 800 sq.  Line Type Quan Itam Revision Category Name 790,0  usaness Hebitorichisi uspaire Site esponse Status burdist Status from Pricing exponse Prico exponse Prico exponse Prico exponse Swings nic Price Swings Percent ward Ucrambly   | o .  | Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC. Response: 20046 Spend Authorized  Accive: Included  | Award Amount 28,000,00<br>Savings   |
| Itschments  1 Year 3: Sod Repair: 19, 800 sq.  Line Type Quan Harm Idam Revision Category Name 790,0  Justiness Relationship: Justiness Proceedings Justiness Procee | o .  | Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Included  1 140  Ves: 2000.00   | Award Amount 28,000,00<br>Savings   |
| Itschments  If Year 3: Sed Repair, 19,800 sq.  Line Type Quan  Elemin Idom Robisson Category Name 790,0  susness Helatimedity support Site Response Status Shouthat Status Line Pricing Response Processon Line Pricing Internation Response Processon Response Processon Response Processon Response Processon Response Processon Response Processon Response Response Processon Response Re | o .  | Start Price Outrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized  Active Included  | Award Amount 28,000,00<br>Savings   |
| It year 3: Sed Repair: 19, 800 sq.  Line Type Quan  Eleminican Revision Category Name 790,0  Journess Mebitimedity  Journess Mebitimedity  Journess Mebitimedity  Journess Mebitimedity  Journess Mebitimedity  Journess Status  John Pricing  Jerponiae Price  Jord Price Savings  Jerk Price Savings  Jerker Obstantia  Jerker Obsta | Target Value   | Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Included  1 140  Ves: 20,000,000  No  | Aveard Annuring 28,000,000<br>Swings<br>Savings   |
| It year 3: Sed Repair: 19, 800 sq.  Line Type Quan Eleminite Mediannehigu Islamin Revision Category Name 790,0  Susaness Mediannehigu Islamiser Site Response Status Revision Inter Price Response Status Inter Price Inter In | Target Value  Target Value   | Start Price Oursert Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Sarend Authorized  Active Included  Yes  | Avand Amount 28,000,00<br>Sivings<br>Savings  |
| Itachments  If Year 3: Sod Repair: 19, 800 sq.  Line Type Quan Item Revision Category Name 790,0  Success Hebitinischip Supplier Site Response Status Boortes Boortes Boortes Status Boortes Boortes Boortes Status Boortes  | Target Value  Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active Included  1,80  700  20,000,000  No Microscopic and irrigation and ture application, etc. (1 to 6,699  NOM Square Post (Fest)   | Avand Amount 28,000.00 Savings Savings  sq.ft.  Agreement Quantity 200000   |
| Utachments  If Year 3: Sod Repair, 19, 800 sq.  Line Type Quan Hermin Idam Revision Category Name 790,0  Susaness Helatimeship Support Site Response Helatimeship Support Site Response Helatimeship John Pricing Replante Hind Replante Sounga Hercent Replante Hind | Target Value  Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Sarend Authorized Actore Included  Vess 7,0000  Vess 7,0000  Mo  dication, grading/topsoil and irrigation and turi application, etc. (1 to 9,699  UOM Square Foot (Feet)  | Avand Amount Savings Savings  5avings  5avings  5avings  4avings  5avings  5avings  Agreement Ovanidy Award Amount S2000000     |
| Itachments  If Year 3: Sod Repair: 19, 800 sq.  Line Type Quan  Itam Revision Category Name 790,0  Susaness Hebbinarchip Suppler Side Response Status Shouthat Status Line Pricing Response Price Respons | Target Value  Target Value  odding: Including materials, turf era  | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active Included  1,80  700  20,000,000  No Microscopic and irrigation and ture application, etc. (1 to 6,699  NOM Square Post (Fest)   | Avand Amount Savings Savings  5avings  5avings |
| Attachments  St Year 3: Sod Repair, 19, 800 sq.  Line Type Quan Hermin Idam Revision Category Name 790,0  Susaness Melatimethigs Suppler Site Response Status Shorths Status Line Pricing Response From Jord Price Savings Ind Price Savings Index In Calabration Bermuda S  Lave Type Quan Lem  Lem  Lem  Type Quan Lem  Lem  Lem  Character  Lem  Lem  Lem  Lem  Lem  Lem  Lem  L  | Target Value  Target Value  odding: Including materials, turf era  | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Sarend Authorized Actore Included  Vess 7,0000  Vess 7,0000  Mo  dication, grading/topsoil and irrigation and turi application, etc. (1 to 9,699  UOM Square Foot (Feet)  | Avand Amount Savings Savings  5avings  5avings  5avings  4avings  5avings  5avings  Agreement Ovanidy Award Amount S2000000     |
| Attachments  If Year 3: Sod Repair: 19, 800 sq.  Line Type Quan Item Revision Category Name 790,0  Susaness Melatinarchip Mesperial Proce June Prince Savings  Lave Type Quan  Item  Item Revision  | Target Value  Target Value  odding: Including materials, turf era  | WORLD SPORTS TURE AND MARKETING LLC Response; 2048 Spand Authorized Active Included  Yes  7,0000  Wes  20,000,000  Mo  dication, grading/topsoil and irrigation and ture application, etc. (1 to 6,699  UOM Square Foot (Feet)  Staf Proce  Current Froze   | Avand Amount Savings Savings  5avings  5avings |
| Its chiments  If Year 3: Sed Repair, 19, 800 sq.  Line Type Quan Herry H | Target Value  Target Value  odding: Including materials, turf era  | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Actore Included  Yes  7,0000  No  dication, gradinghopsoil and irrigation and turf application, etc. (1 to 5,699 UOM Square Foot (Feet) Staf Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046                                      | Avand Amount Savings Savings  5avings  5avings |
| It Year 3: Sed Repair: 19, 800 sq.  Line Type Quan Item Revision Category Name 790,0  Supeness Hebitinischip Supplier Site Kentre Status Boortes Boortes Boortes Status Boortes Boortes Boortes Status Boortes  | Target Value  Target Value  odding: Including materials, turf ara  | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active: Included  1,40  Vec: 20,000,00  No  dication, gradinghopsoil and irrigation and turf application, 4cc. (1 to 6,599 LUCM, Square Feet (Feet) Staft Price Current Price  | Avand Amount Savings Savings  5avings  5avings |
| It year 3: Sed Repair: 19, 800 sq.  Line Type Quan It am Revision Category Name 790,0  Journess Metationeday Journess Metationeday Journess Protein Response Status Bourind Status Bourind Status Jone Pricing Response Protein Response Response Protein Response Response Protein Response | Target Value  Target Value  odding: Including materials, turf ara  | WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spand Authorized Active Included  1,40  Vess 20000  28,000,00  Mo  dication, grading/topsoil and irrigation and turf application, etc. (1 to 6,699  LUCM Square Foot (Feet) Staft Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spanu Authorized | Avand Amount Savings Savings  5avings  5avings |
| Itachments  If Year 3: Sod Repair: 19, 800 sq.  Line Type Quan  Itam Revision Category Name 790,0  Susaness Hebbinarchip Suppler Side Response Status Shouthat Status Line Pricing Response Price Respons | Target Value  Target Value  odding: Including materials, turf ara  | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized Actore Included  Yes  7,0000  No  dication, gradinghopsoil and irrigation and turf application, etc. (1 to 5,699 UOM Square Foot (Feet) Staf Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046                                      | Avaid Arnuid Sävings Sävings  \$4,ft.  Agreement Quantity Avaid Arnuid Sävings  \$2,000,00                                      |

| esponse Price  |  |  |
|--|--|--|
| nt Price Savings   | 1  | 2.80   |
| t Price Savings Percent  |  |  |
| ard Decision   | ris .                                    |  |
| vard   | . [1]                                    | Yes.   |
| ward Cushoty   | 1.1                                      | 20000 20000<br>52,000,00   |
| ote to Suyer   | +  | 82,000.00  |
| Bactenents   |  | No   |
| and a wall of the same   | a a maio anno anno anno anno             | Contraction of the Contraction o |
| Line Type Quantity   | g: Including materials, turf eradication | on, grading/topsoil and irrigation and turf application, etc. (6,800 to 19,7   |
| item   |  | Start Price  |
| Item Revisian  |  | Current Price  |
| Category Name 790.00   |  |  |
|  | T  | [WORLD SPORTS TURE AND MARKETING LLC   |
|  | Target Value                             | Respanse: 22046  |
| sness Relation-drip  |  | Spend Authorized   |
| piler Site   |  |  |
| ipinse Status  | [1]                                      | Adve   |
| rtlist Status  | 121                                      | Included   |
| e Pricing<br>sponse Price  | T  | 192  |
| t Pince Savings  |  | 1,92   |
| t Price Savings Percent  | 1  |  |
| ard Decision   |  |  |
| ard  |  | V 85   |
| rard Duantity  | 0.0                                      | ZHDED 20000  |
| rend Amount  |  | 36,400.00  |
| ce to Suyer  | L  |  |
| automents.   | 4.1                                      | No   |
| Item<br>Item Revision<br>Category Name 790.00  |  | Start Price<br>Current Price   |
|  | f .                                      | IWORLD SPORTS TURF AND MARKETING LLC   |
|  | Targas Valus                             |  |
| pess Relationship  | TargetValue                              | Response: 22046  |
|  | Target Value                             |  |
| inher Site   | Target Value                             | Response: 22046  |
| ipler Site<br>sponde Status<br>ordist Status   | Target Value                             | Response: 22946<br>Spend Authorized  |
| opher Sité<br>poorsé Status<br>ordist Status<br><b>e Pricing</b>   | Target Value                             | Response: 22046<br>Spend Authorized<br>Activo  |
| polier Sife<br>sporiae Status<br>orditet Status<br><b>e Pricing</b><br>sporiae Pince   | Target Value                             | Response: 22046<br>Spend Authorized<br>Activo  |
| paler Site spornse Status riffet Status e Priolog spornse Prioe Prior Prior Prior  | Target Value                             | Response: 22046<br>Spend Authorized<br>Activo  |
| opher Site sponse Status ordist Status se Pricing aponse Proc aponse Savings t Price Savings t Price Savings   | Terget Valua                             | Response: 22046<br>Spend Authorized<br>Activo  |
| poller Site asponde Statue ordes Statue re Pricing sponde Price is Price is Price is Price is Price is Price is Price and Savings and and and  | Target Value                             | Response 2048 Spend Authorized Active Included   |
| prober Site spoorade Status orders Status ne Pricing spoorade Price sie Price spoorade Price stating spoorade Price spoorade spoo | Target Valua                             | Response: 2048 Spend Authorized Active Included  1.30  |
| poler Site sconds Calus ordet Scalus ordet Scalus is Printing sponde Prince is Prince sponde Prince is Prince Salvings te Price Salvings and Calustria and Calustria and Calustria and Amount  | Target Valua                             | Response 2048 Spend Authorized Active Included   |
| ucher Site connect Status  rivet Status  Priore Status  Priore Savings  Priore Savings  Priore Savings  And Decision  Roll  Ro | Target Value                             | Response: 2048 Spend Authorized Active Included  1.30  |
| sober Site  bonder Status  bonder Status  e Pricing  sporous Price  i Price  savings  Frice  savings  ard Decision  and  cut Usuarity  and Amount  le to Givyer  | Target Value                             | Response: 2048 Spend Authorized Active Included  1.30  |
| users Relationation  upder Site esponse Status esponse Pricing esponse | Target Value                             | Response: 2048 Spend Authorized Active Included  1.30  |
| impaler Site esponse Status esponse Status ne Pricing esponse Price esponse Survings esponse espon | Target Value                             | Response 2048 Spend Authorized Active Included  1.30  1.30  1.30  Plo  UCM Square Foot (Feet) Scat Face Oursel Price  WORLD SPORTS TURF AND MARKETING LLC Response 2046  |
| usber 3He poponal Statute Princip poponal Statute Princip poponal Princip poponal Princip poponal Princip poponal Princip Princip Savings Princip Princip Savings Princip poponal Princip popo |  | Response 2048 Spend Authorized Active Included  1,00  1,00  1,00  1,00  1,00  20,000,00  No  No  No  WORLD SPORTS TURP AND MARKETING LLC   |
| poler Site spondar Statur. Priorit Statur. Pri |  | Response 22046 Spend Authorized  Active Included  1.30 |
| iden Site pointe Status (Pricing Pricing Prici |  | Response: 22048 Spend Authorized Active Included  1,00 |
| iden Site  Donné Status  Prici Salus  Prici  |  | Response 22046 Spend Authorized  Active Included  1.30 |
| other Site  orange Status  (Finding  orange Percent  Finding  orange Percent  Finding  orange Percent  Finding  Caregory  Line Type Quantity  Item  Item Finding  Category Name 790.00  Interest Status  Finding  Finding  Coorse Pinds  Finding  Coorse Pinds  |  | Response 2048 Spend Authorized Active Included  1.30   |
| other Site  orange Status  (Finding  orange Percent  Finding  orange Percent  Finding  orange Percent  Finding  Caregory  Line Type Quantity  Item  Item Finding  Category Name 790.00  Interest Status  Finding  Finding  Coorse Pinds  Finding  Coorse Pinds  |  | Response: 22048 Spend Authorized Active Included  1,00 |
| ober Site  orner Status  Pricing  Pricing  Pricing  Pricing  Price Savings  Price |  | Response 2048 Spend Authorized Active Included  1.30   |
| idler Site  conne Status  Pricing  price Spanning  Pricing  price Spanning  Category Hame 790.00  price Status  price Status  price Status  price Spanning  price Status  Price Spanning  Pric |  | Response 2048 Spend Authorized Active Included  1.30   |
| usber Site promote Statius  Price Service  Price Savings  Carefield  Committe  Committe  Committe  Committe  Carefield  Carefiel |  | Response 2048 Spend Authorized Active Included  1,00   |
| usiber Site footnate Status friest Status fr |  | Response 2048 Spend Authorized Active Included  1.30   |
| profess Sites soonale Status ordert Schotz  • Pricing sponse Price • Pricing sponse Price • Price Savings  |  | Response 2048 Spend Authorized Active Included  1,00   |
| public site stoonade Status ordest Status ordest Status re Pricing sporces spo |  | Response 2048 Spend Authorized Active Included  1.30   |
| implier Site scores Status scores Status scores Status in Pricing scores Price ris Price Savings Percent ward Decision  Line Status item Several  Line Type Quantity tem Line Savings Percent ward Amount Several Line Type Quantity tem Line Several Line Type Quantity tem Line Several Line Several Line Status no Pricing scores Price ris Price Savings Percent ward sward Decision  Line Savings no Pricing scores Price ris Price Savings ris Price S |  | Response 2048 Spend Authorized Active Included  1.30   |

|  | Target Value                                 | WORLD SPORTS TURF AND MARKETING LLC  |   |
|--|--|--|---|
| usiness Relationship   | Target Value                                 | Response; 22046<br>Spend Authorized  |   |
| uppler Site  | _  | Spend Additionated   | 4   |
| esponse Status   |  | Active   | 1   |
| northst Status   |  | Included   | 1   |
| ine Pricing  | 0  |  | 1   |
| esponse Price<br>Int Price Savings   |  | 0.10   |   |
| Int Price Savings Percent  |  |  | 4   |
| ward Decision  |  |  | 1   |
| ward   | 1  | Yes  |   |
| ward Cuanhty   |  | 40000  |   |
| ward Amount  |  | 4,800,00   |   |
| oté tri Buyer<br>ttschments  |  | No   | 1   |
| 30.000000  |  | 1,10   |   |
| 7 Year 3: Laser Level Ballfield wi<br>Line Type: Quar<br>item<br>Item Revision<br>Category Name 790 X  | ntity  | UOM Square Foot (Feet)<br>Stort Price<br>Current Price   | Agreement Osanity 4 Award Amount 5886 Savings   |
|  | Target Value                                 | WORLD SPORTS TURF AND MARKETING LLC<br>Response; 22046   |   |
| usiness Relationship   |  | Spend Authorized   | 1   |
| uppver Site  |  |  | ]   |
| esponse Status   | 14.1   | Adive  | 1   |
| hortlist Status  | 141  | Included   | 1   |
| ine Pricing  | -  | 0.00   |   |
| esponse Price<br>Int Price Savings   |  | - 0.22   | 1   |
| nit Price Savings Percent  |  |  | 1   |
| ward Decision  |  |  | 1   |
| WW   | - 1  | Ves  | 1   |
| ward Coartity  | 1 1 1  | 40000 40000  |   |
| ward Amount  |  | 8,800,00   |   |
| ore to Buyer<br>trachments   |  | bin  | 4   |
| and more and   |  | 1.00   |   |
| Line Type Quar   | ntity  | UOM Each<br>Start Price  | Agreement Quantity Avail Amount 11,44   |
| (tem Revision<br>Category Name 790.6   |  | Shirt-Price<br>Current Price   | Agreement Quantity Avaid Armord Savings Savings   |
| Item Revision  | 100  | Shirt Price Current Price  TWORLD SPORTS TORE AND MARKETING LLC  | Avaid Amount 11,44<br>Savings   |
| Item Revision<br>Category Name <b>790.0</b>  |  | Shirt-Price<br>Current Price   | Avaid Amount 11,44<br>Savings   |
| ltem Revision (tem Revision Caregury Name <b>790.0</b> usariess: Relaininship  | 100  | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response: 22046  | Avaid Amount 11,44<br>Savings   |
| Item Item Revision Caregory Name 790.6 userness Relationmakip uppiter Side engon as Shitos   | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Authorized Active   | Avaid Amount 11,44<br>Savings   |
| (tern Revision Caregury Name 790.6  Largury Name 790.6  Largury Name 790.6  Largury Name 790.6   | 100  | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response; 22046 Spund Authorized   | Avaid Amount 11,44<br>Savings   |
| Item Revision Caregory Name 790.0 Caregory Name 790.0 carees: Relationship uppher Site expense: Shibts northst Carego  | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathraced Active Included   | Avaid Amount 11,44<br>Savings   |
| tem (tem fewsion Caregory Name 750.6 caregory  | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Authorized Active   | Avaid Amount 11,44<br>Savings   |
| Idem Idem Fervision Categray Harne 790.4 Connect Halamorphip applier Site espenses Status nordist status ne Pricing espense Proc. m. Price Sarings   | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathraced Active Included   | Avaid Amount 11,44<br>Savings   |
| tern fewson Caregory Name 790.6  Caregory Name 790.6  cornes Rulationship upplier Site esponse Status nordist Satus ne Pricing sponse Pricos nt Price Savings ne Pricos nt Price Savings ne Pricos nt Price Savings Percent  | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathraced Active Included   | Avaid Amount 11,44<br>Savings   |
| term (bern fewission Categrary Name 790.6  Categrary Name 790.6  userness Relationating upplief Site espinore Station forfist Station ne Prifoling espinore Process in Price Sayings in Price Sayings in Price Sayings is Price Sayings in Price Say | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathraced Active Included   | Avaid Amount 11,44<br>Savings   |
| Idem Idem Revision Categray Hame 790.4 Categray Hame 790.4 commes Hulliamming upplier Site seponse Shitais nordist status ne Pricing insportes Prico its Prico Surings its Pri | 100  | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Authorizand Active Included I, 144.44  | Avaid Arnauf<br>Savings<br>Savings  |
| Idem Teen Feevision Categray Name 790.6 category Name 790.6 catego | 100  | Shift Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathraced Active Included   | Avend Arnauri 1174<br>Savings<br>Savings  |
| term (term fewsatin (term fewsatin (term fewsatin (term fewsatin f | 100  | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Squard Authorized  Active Included  1,144.44  (4es 10 11,444.44)  | Avend Arnauri 1174<br>Savings<br>Savings  |
| term (term fewsish) Caregray Name 790.6  Caregray Name 790.6  userness Fallationship upplier Site ension on Status northist Status ne Pfoling sportise Prior | Target Value                                 | Shirt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Authorizand Active Included I, 144.44  | Avend Arnauri 1174<br>Savings<br>Savings  |
| Item Revision Cauegury Name 790.6 Cauegury Nam | Target Value  Target Value  ubic Yard        | Shirt Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Squard Authorized  Active Included  1,144.44  (4es 10 11,444.44)  | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| Item Revision Category Name 790.4  Category Name 790.4  Userness Relationating uppher Stele emporer Stele emporer Stele emporer Stele emporer Pricing experies experies Pricing experies e | Target Value  Target Value  ubic Yard  ndity | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Raitracted Active Included  I, 144.44  VES  ID  IOM Each Stort Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quantity Award Arount  Agreement Standity Award Arount                                      |
| Item Revision Caurgury Name 790.0 Caurgury Name 790.0 Caurgury Name 790.0 Lustress Relationship Luptines Side Empones State Empones State Empones Price Item Price Savings Int Price Savings Percent Ward Designon Ward Losanisty Ward Amount On to Bluyer Backments  2 Year 3: Ballfield Clay per 18-Cu Line Type Guar Item Revision Calegory Name 780.0  | Target Value  Target Value  ubic Yard        | Shift Price Current Price Current Price  WORLD SYGPATS TURE AND MARKETING LLC Response; 22046 Sparra Authorized Active Included  I,144.40  IVES  U  IOM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046  | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| Item Revision Category Name 790.6 Category Name 790.6 Usiness Relationatup upplier Site empones States northist Sanus sa | Target Value  Target Value  ubic Yard  ndity | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spund Raitracted Active Included  I, 144.44  VES  ID  IOM Each Stort Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| Item Revision Category Name 790.4  Usernes: Rektatomatup uppher Stele emporer Stele emporer Stele emporer Stele emporer Stele emporer Stele esporer Proling esporer Stele  Line Type Guar therm Item Revision Category Name 780.6  usaness: Restatompting uppher Site  | Target Value  Target Value  ubic Yard  ndity | Shift Price Current Price Current Price  WORLD SYGPATS TURE AND MARKETING LLC Response; 22046 Sparra Authorized Active Included  I,144.40  IVES  U  IOM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046  | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| Item Revision Category Name 790.6 Category Name 790.6 Category Name 790.6 Usiness Relationable upplier Site empones Shatos nordist Sanus nordist Sanus Reprose Prices int Price Savings Category Name 790.6  usine 55 Relatiopship upplaier. Site exponse Status   | Target Value  Target Value  ubic Yard  ndity | State Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included  1,144.48  Ves 10  10  11,444.40  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Auchorzed Active Active Active Active Active Active   | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| Item Revision Category Name 790.4  Userness Rekistonship uppher Site esponse Shots northist Status nor Pricing esponse Prico nt Price Savings Percent ward Decision ward Louship ward Canabity ward Amount other billion Line Type Guar Item Item Revision Category Name 780.4  usaness Rekistonship uppher Site esponse Status  | Target Value  Target Value  ubic Yard  ndity | Shift Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Rathround  Active Included  1,144.40  Ves  10  10  11,44.40  No  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Ruthonzed  | Agreement Quantity Award Around Agreement Quantity Award Around Shivings                              |
| tem (tem fewission Category Name 780.6 categor | Target Value  Target Value  ubic Yard  ndity | State Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included  1,144.48  Ves 10  10  11,444.40  No  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Auchorzed Active Active Active Active Active Active   | Agreement Quartity Award Around Award Around Savings  Agreement Quartity Award Around Savings Savings |
| Item Revision Cauegury Name 790.0 Cauegury Nam | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included I, 144,48  IVES ID IO IT,444,40  No IVES ID IO IVES ING  | Agreement Quartity Award Around Award Around Savings  Agreement Quartity Award Around Savings Savings |
| tem (tem fewission Category Name 780.6 categor | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included I, 144,48  IVES ID IO IT,444,40  No IVES ID IO IVES ING  | Agreement Quartity Award Around Award Around Savings  Agreement Quartity Award Around Savings Savings |
| term (term feervision (term feervision) Categray Harme 790.4 comment Hallammahipi applier Site september 200.4 comment Hallammahipi applier Site september 200.4 comment Hallammahipi applier Site september 200.4 comment Hallammahipi applier Price Savings Price and Price Savings Price Hallammahipi applier Site in Price Savings Price Hallammahipi applier Site in Buyar Baddimenta (Line Type Guar Item) Line Type Guar Item (Line Type Guar Item) Line Ty | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included I, 144,48  IVES ID IO IT,444,40  No IVES ID IO IVES ING  | Agreement Quartity Award Around Award Around Savings  Agreement Quartity Award Around Savings Savings |
| Item Revision Category Name 790.6 Usernes Relationatup uppher Ste emponer State for Delation employer laterments 9 Year 3: Ballfield Clay per 18-ce Line Type Guar Item Revision Category Maner 780.6  usane state emponer State e | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included I, 144,48  IVES ID IO IT,444,40  No IVES ID IO IVES ING  | Agreement Quartity Award Around Award Around Savings  Agreement Quartity Award Around Savings Savings |
| term fewrisan Caregory Name 790.0 Caregory Name 790.0 Lusiness Hallamenthip uppher Site esponse Shatus northist Sanus me Pricing seponse Price nit Price Savings nit Price Savings nit Price Savings ward Cashist ward Cashist ward Anoune cot to Bluver Badiments  9 Year 3: Ballfield Clay per 18-Cc Line Type Guar them Item Revision Category Name 780.0 Lusiness Relationship uppher Site esponse Status fortilities Saus fortilities Saus fortilities Saus fortilities Pricing esponse Price esponse Savings Procent ward Cashiston methics Savings Procent ward Cashiston   | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Sport Authorized Active Included  I 1,144.40  IVES  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Sport Authorized Active Included  I 544.59  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Sport Authorized Active Included | Agreement Quantity Ament Amont Savings  Agreement Quantity Ament Amont Savings Savings                |
| Item Tevrisian Caregory Name 790.6  Susmess Kullamandup Supplier Site Versponse Status Hore Pricing Kesponse Prico Hore Pricing Kesponse Line Type Guar Item Item Revision   | Target Value  Target Value  ubic Yard  ndity | Shirt Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Squard Rathrocard Active Included I, 144,48  IVES ID IO IT,444,40  No IVES ID IO IVES ING  | Agreement Quantity Ament Amont Savings  Agreement Quantity Ament Amont Savings Savings                |

| Attachments  | = 43±  | Na   | 7  |
|--|--|--|--|
|  |  |  |  |
| Year 3: Lip Repair (Minor)   |  |  |  |
| Line Type Quantity   |  | UGM Each   | Agreement Quantity 300   |
| item   |  | Start Price  | Award Amount 389,513.00  |
| linm Rinisann  |  | Quirent Price  | Savings  |
| Caregory Name 790.00   |  |  | Savings  |
|  |  | [WORLD SPORTS TURF AND MARKETING LLC   | -  |
|  | Target Value   | Response; 22046  |  |
| Business Relationship  | 100 201,1000   | Spend Authorized   | 7  |
| Supplier Site  |  |  | 1  |
| Response Status  | 11 11  | Active   | 3  |
| Shortlist Status   |  | Included   | 3  |
| ine Pricing  | -  | 1000   |  |
| Response Price<br>Int Price Sayings  |  | 13917  | 4  |
| Int Price Savings Percent  | 1  |  | -  |
| ward Decision  |  |  | 1  |
| livard   | 11.1   | Yes  | 3  |
| Award Quantity   |  | 300 399,513,0  | Ω  |
| ward-Amount<br>Note to Buyer   |  | 399,513,0  | 9  |
| Attachments  | 1  | No   | -1   |
|  | *  |  | -  |
| 1 Year 3: Lip Repair (Major) Line Type Quantity Item Item Revision   |  | USM Each<br>Start Price<br>Current Price   | Agreement Quantity 300 Avoint Amount 676,365.00 Savings  |
| Category Name 790.00   |  | WORLD SPORTS TURP AND MARKETING LLC  | Savinga  |
|  | Target Value   | Response: 22046  |  |
| Ausiness Relationship  |  | Spend Authorized   |  |
| Supplier Site  | TO THE REAL PROPERTY OF THE PERTY OF THE PER |  |  |
| Responde Status  |  | Attive   |  |
| inordist Status<br>line Pricing  | 14.15  | Included   | 4  |
| Response Price   |  | 27545  | 5  |
| Init Price Savings   | 10   |  | 1  |
|  |  |  |  |
| Jim Price Savings Percent  |  |  |  |
| Award Decision   |  |  |  |
| Award Decision<br>Award  |  | Yes  |  |
| Award Decision<br>Award Dunibly  | Ì  | Yes 300 - 300 - 31 |  |
| Award Decision<br>Award<br>Award Dawisty<br>Award Amount   |  | Yes  |  |
| Lint Price Savings Percent Ward Desison Ward Universit Ward J. Ward Lauribly   |  | No.  |  |
| Award Decision Ward Award Countity Ward Amount Tale ID Buyer Attachments   | roved æquivalent (50 pound bag   | No.  | Agreement Obintaly Avand Annure Savings Savings  |
| Award Designon Ward  Award Saundh  Award Saundh  All Seun Seunger  Altschments  72 Year 3: Turface MVP All Sport or app  Line Type Quantity  Itam  Itam Technique  | roved equivalent (50 pound bag   | No  UCM Each Start Price Ourrent Price   | Agreement Quartay 20,834,20<br>Ayard Amuura 29,834,20<br>Sawlaga   |
| Iward Desision Ward Verant Churchy V | rroved equivalent (50 pound bag  | OOM Each Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046  | Agreement Quartay 2033420<br>Ayard Amurra<br>Sanloga   |
| I Ward Desiron Ward Ward Ward Ward Ward Ward Ward Ward   |  | No  Oom Each Start Price Ownert Price  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Quartay 20,834,20<br>Ayard Amuura 29,834,20<br>Sawlaga   |
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| ward desison ward ward ward wrount took to duyer tooknents  2 Year 3: Turface MVP All Sport or app Line Type Quantity litem Revision Category Mame 790,00  Justiness Hebitininding Juppiler Site espores Status from Revision Category Mame 790,00  Justiness Status Juppiler Site espores Status Juppiler Site espores Price geopers Price per Price Savings The Price Savings The Price Savings The Price Savings Pricent Ward Decision  |  | No  UCIM Each Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized  Active Included   | Agreement Oueritaly Award Arouns Savings Savings   |
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| Ward Designon Ward Vester D. Assarbly Ward Vester D. Assarbly Ward Country Value to Buyer Utachments (2 Year 3: Turface MVP All Sport or app Line Type Quantity Blam Idam Revision Category Name 790,00  Sources Relationship Suppler Site Response Freship Hospital Sharble Status Line Pricing Vester Designs Ve | Target Value   | Vom Each Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized Active: Included  1,331.7  Vesc. 20  USM Each Start Price Current Price  | Agreement Quantity Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  |
| ward Desiron ward ward Desiron ward ward Annually ward Annually ward Annually 22 Year 3: Turface MVP All Sport or app Line Type Quantity Mamm Itam Revision Category Name 790,00  Susaness Mekhandalis Suspicer Stee Septoms Stee Septoms Stee Septoms Stee Septoms Stee Septoms Proces Should Shalas Jone Pricing Septoms Proce Septoms Proces  | Target Value  Target Value   | MONED SPORTS TURE AND MARKETING LLC Response; 22048 Spend Authorized Active Included  1,2317  Viss 20 100  UDM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Award Armount  Agreement Ouanity  Award Armount  4,41120   |
| Ward Designon Ward  Vestin Lauribly  Vestin Lauribly  Vestin Lauribly  Vac to Buyer  Utachments  (2 Year 3: Turface MVP All Sport or app  Line Type Quantity  Blenn  Idom Roysian  Category Name 790,00  Susiness Melatiniships  Surpher Side  Response Melatiniships  Surpher Side  Response Status  John Pricing  Vestin Savings  John Pricing  Vestin Savings  John Pricing  Vestin Country  Vestin Country | Target Value   | Vom Each Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized Active: Included  1,331.7  Vesc. 20  USM Each Start Price Current Price  | Agreement Ouarity  Agreement Ouarity  Agreement Ouarity  Agreement Ouarity  Award Amount  Award Amount  Award Amount  Award Amount  Ayarteement Ouarity  Award Amount  Ayarteement  Ayartee |
| Award Designon Ward  Ward Caurishy  Ward Caurishy  Ward Caurish  Ward Caurish  Ward Caurish  Line Type Quantity  Business Helationahilis  Business Holationahilis  Ward Decision  Ward Decision  Ward Manager Helationahilis  Ward Hel | Target Value  Target Value   | MORE SHORE STURE AND MARKETING LLC Respense: 22046 Spant Authorized Active Included  Yes: AU  Yes: AU  WORLD SPORTS TURE AND MARKETING LLC Respense: 22046 Spant Authorized  Active Included  UMM Each Stat Price  WORLD SPORTS TURE AND MARKETING LLC Respense: 22046 Spant Authorized  | Agreement Quantity Avaid Arrange Savings  Agreement Quantity Avaid Arrange Agreement Quantity Avaid Arrange 4,411.20   |
| Award Designer  Ward II Standard  Line Type Quantity  Idam Revision  Category Name 790,00  Supplier Ste  Supplie | Target Value  Target Value   | No  OGM Each Start Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spand Authorized Active Included  Vies:  20  Vies:  UCM Each Start Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046  WORLD SPORTS TURF AND MARKETING LLC Response: 22046   | Agreement Quantity Avaid Arrange Savings  Agreement Quantity Avaid Arrange Agreement Quantity Avaid Arrange 4,411.20   |

| Response Price<br>Unit Price Savings<br>Unit Price Savings Percent   |  |  |  |
|--|--|--|--|
| Unit Price Savings Percent   |  | 220,   | 58   |
| UNIT Price Gravings Percert  |  |  |  |
| Award Decision   |  |  |  |
| -ward  |  | Yes  |  |
| Ward Cuantity  | 17   | m)   | 70   |
| Award Smount   |  | 4,4113   | 20   |
| Note to Suyer  |  |  |  |
| Amacronents  |  | No   |  |
|  | na Autoria   |  |  |
| 74 Year 3: Rough Grading under 1000  | cubic yards  |  |  |
| Line Type Quantity   |  | UOM Cubic Yard (s)   | Agreement Quantity 60  |
| item   |  | Start Price  | Award Amount 4,681,80  |
| Item Revisian  |  | Current Price  | Savings  |
| Category Name 790.00   |  |  | Savings  |
|  | T. Control   | [WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value   | Response: 22046  |  |
| Busness Relation-dop   |  | Spend Authorized   |  |
| Supplier Site  |  |  |  |
| Perponse Status<br>Shortlist Status  |  | Active   |  |
|  | 4  | Included   |  |
| Line Pricing Response Price  |  | 78,1   | 100  |
| Unit Pince Savings   |  | 1.0(1  | -  |
| Int Price Savings Percent  | 1  |  | -1   |
| Award Decision   |  |  |  |
| Award  | 1  | Yes  |  |
| Award Deanbly  | 6  | EU   | <del>1</del> 0   |
| Avvend Amount:   |  | 4,681,8  | 30   |
| Vote to Buyer  | LD   |  |  |
| Anachments   | 74 11  | No   |  |
| Line Type Quantity Item Item Provision Category Name 790.00  |  | Start Price Current Price  | Agrimment Quantity 80 Aviant Amount 4,618,40 Savings Savings   |
|  | The same of the sa | WORLD SPORTS TURE AND MARKETING LLC  |  |
|  | Target Value   | Response: 22046<br>Spend Authorized  |  |
| Business Relationship  |  | Spena authorized   |  |
| Supplier Site  |  |  | 4  |
| Responde Status<br>Shortlist Status  |  | Active-<br>lincluded   | 4  |
| Line Pricing   |  | III Cases  |  |
|  | 1  | 763  | 20   |
| Response Price   |  |  |  |
| Response Price<br>Ont Price Savings  |  |  |  |
| Response Price<br>One Price Savings<br>Unit Price Savings Percent  |  |  |  |
| Response Price<br>Unit Price Savings<br>Unit Price Savings Percent<br>Award Decision   |  |  |  |
| Response Price<br>Unit Price Savings<br>Unit Price Savings Percent<br>Award Decision<br>Award:   |  | Yes  |  |
| Response Price Unit Price Savings Unit Price Savings Percent Award Decision Award Aw |  | Yes  |  |
| Response Price Unit Price Savings Unit Price Savings Percent Award Decision Award Award Charloty Award Amount  |  | Yes -4,519.  | 100 miles  |
| Response Price Unit Price Sawings Unit Price Sawings Percent Award Declation Award Loantby Award Amount Note to Giver Note to Giver  |  |  | 50<br>100  |
| Response Price Unit Price Savings Percent Award Declaren Award Leclaren Award Leclaren Award Fround Roll Leclaren Roll Leclaren Alta Ornionts Alta Ornionts  |  | Yes ou 4,519.  | 50<br>10   |
| Response Price Unit Price Savings Unit Price Savings Vercent Award Declaren Award Award Lourity Role to Guyer Alta Ornoritz 76 Year 3: Rough Grading: 10,0001 su   | ubic yards+  | No   |  |
| Response Price Unit Price Savings Unit Price Savings Unit Price Savings Versel Award Distain Award Awa | ubic yards+  |  | Agreement Quantity 80 sweet Annuary 4,432,20 Savings   |
| Response Price  Price Savings  Unit Price Savings  Unit Price Savings  Percent  Award Declaion  Award Loshity  Award Loshity  Alta Omichis  16 Year 3: Rough Grading: 10,0001 su  Line Tryce Quantity  Let County  | ubic yards+  | No  UCM Cubic Yard (s) Sent Price Ownert Price   | Agreement Culantity  Averal Amount 4.43220   |
| Response Price  Just Price Savings  Just Price  Just Price  Line Type  Just Price  Jus | Jobic yards +  | No  UCM Cubic Yard (*)  Stort Price  Ourselt Price  WORLD SPORTS TURF AND MARKETING LLC  Response: 22046   | Agreement Quantity 80 sweet Annuary 4,432,20 Savings   |
| Response Price  Just Price Savings  Just Price  Just Price  Line Type  Just Price  Jus |  | No  LIGHT Qubic Yard (s)  Stort Price  Ourrent Price  (WORLD SPORTS TURP AND MARKETING LLC)  | Agreement Outlot 69 Severy 4.432.20  |
| Response Price with Price Savings Percent Near's Delation Near's Delation Near's Delation Near's Delation Near's Price Savings Percent Near's Delation Near's Price Savings Percent Near's Price Savings Percent Limit Type Quantity Item Item Revision Category Name 790.00 Submess Relationship Suppose Site Suppose Site Suppose Site Suppose Site  |  | No  UCM Qubic Yard (s) Stort Fince Quirent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Stored Authorized                                | Agreement Quantity 80 sweet Annuary 4,432,20 Savings   |
| Response Pince may Prise Savenge Percent Varian Savenge Percent Varian College Va |  | WORLD SPORTS TURP AND MARKETING LLC Response: 22046 Spend Authorized  Active   | Agreement Outlot 69 Severy 4.432.20  |
| Response Price  Wer Price Savenge July Price Savenge July Price Savenge July Price Savenge Varian Delisten  Water Delisten  Line Typer  Genetic  Line Typer Quantity  them  Line Typer Quantity  them  Category Name 790.00  Submess Helatenschip  suppare Site  Line Price Saven  Saveness Status  Saveness Status  Saveness Status  Saveness Status  Saveness Status  Saveness Status  |  | No  UCM Qubic Yard (s) Stort Fince Quirent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Stored Authorized                                | Agreement Orlantify 80 Savergs 4.452.20  |
| Response Price  Press Savings Present  Variant Savings Percent  Variant Savings Percent  Variant Savings Percent  Variant Savings Percent  Variant Savings  Variant Savings  Variant Savings  Line Types Quantity  Variant Savings  Variant Savin |  | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Cularity 80 Swings Savings Savings   |
| Response Price  War Price Savenge Percent  Vavard Decision  Ward Percent  Line Type Quantity  them  Item Percent  Category Name 790.00  Submess Helatenship  Suppare Site  Line Pricing  Line Pricing  Line Pricing  Line Pricing   |  | WORLD SPORTS TURP AND MARKETING LLC Response: 22046 Spend Authorized  Active   | Agreement Cularity 80 Swings Savings Savings   |
| Response Pince may Prise Savings Joh Prins Savings Percent Vavard Decision variat vari |  | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Cularity 80 Swings Savings Savings   |
| Response Price  Inter Price Savings  Jife Pric |  | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Cularity 80 Swings Savings Savings   |
| Response Price Warn Price Savings Percent Ward Designer Ward Designer Ward Loading   |  | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included   | Agreement Cularity 80 Swings Savings Savings   |
| Response Price Very Price Savings Unit Price Savings Unit Price Savings Very Decision Sward Decision Sward Decision Sward Decision Sward Amount Very United States Line Trype Quantity Item Item Revision Category Manie 790.00  duriness Helatimship Suppier Site Very States Line Pricing Line Savings Line Price Savings L |  | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Cularity 80 Swings Savings Savings   |
| Response Price Warn Price Savings Percent Ward Designer Ward Designer Ward Loading  |  | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized Active Included  73J  | Agrement Quartify 80 Avairable Agreement Savings Savings Savings   |
| Response Price  Very Price Savings  Jint Price  Jint Pryce Quantity  Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings   Jint Pryce Savings    Jint Pryce Savings    Jint Pryce Savings    Jint Pryce Savings    Jint Pryce Savings    Jint Pryce Savings     Jint Pryce Savings     Jint Pryce Savings        Jint Pryce Savings  |  | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Sprend Authorized Activit Included   | Agrement Quartify 80 Avairable Agreement Savings Savings Savings   |
| Response Pince may Prise Savings Percent Varard Decision variat Varard Selesion variat |  | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized Active Included  73J  | Agremment Quantity 80 A44220 Savings Savings   |
| Response Price Warning Price Savings Unit Price Savings Unit Price Savings Ward Declared Ward Declared Ward Declared Ward Loadily Unit Type Quantity Unit Type Savings Ward Loadily  |  | No  LIGHT Qubic Yard (v)  Start Price Oursel Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Egend Authorized  Active Included  73.0  VES. | Agremment Quantity 80 A44220 Savings Savings   |
| Response Price Warning Price Savings Unit Price Savings Unit Price Savings Ward Declared Ward Declared Ward Declared Ward Loadily Unit Type Quantity Unit Type Savings Ward Loadily  |  | No  LIGHT Qubic Yard (v)  Start Price Oursel Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Egend Authorized  Active Included  73.0  VES. | Agreement Quantify Amend Amount Savings Savings  |
| Response Price  The Price Savings Percent  Award Dicision  Revaid  Award Dicision  Revaid  Award Dicision  Revaid  Award Dicision  Revaid  To Price Savings Percent  Award Dicision  Revaid  To Price Savings  Response To Price  Revain  Category Name 790.00  Response Steas  Shorites State  Line Price Savings  Response Steas  Response Steas  Response Price  Revaid Dicision  Revaid Dicision  Response Price  Response Steas  Response Price  Response Price  Response Price  Response Steas  Response Price  Response | Target Value   | WORLD SPORTS TURP AND MARKETING LLC Response, 22046 Sund Authorized Action Included  733  VES 80  4.4322   | Agreement Quantoy  Agreement Quantoy  Agreement Quantoy  Agreement Quantoy  23   |
| Response Price  Interprice Savings  Unit Price Savings  Unit Price Savings  Nevard Designs  Nevard Designs  Nevard Armourt  Note to Suyer  Unit Price Savings  The Type Quantity  them Type Quantity  them Revision  Category Name 790.00  Business Helatimahy  Supplier Site  Fington Status  Should Saturs  Unit Price Savings Fercure  Wesponse Price  Unit Price Savings  Unit Price Savings Fercure  Western Cularity  Western Cularity  Western Savings  Unit Price Savings  | Target Value   | WORLD SPORTS TURP AND MARKETING LLC. Response: 22046 Sprend Authorized Active Included.  Yes  EU  LOM Hour (s) Start Pinor                             | Agreement Cuantry 80 Average Savings S |
| Response Price Unit Price Savings Unit Price Savings Unit Price Savings Unit Price Savings Ward Dictale Revision Revision Revision Revision Revision Revision Line Type Quantity Line Type Quantity Line Type Quantity Line Revision Category Name 790.00  Elizaness Helatimohip Supplier Site Persponse Steas Shoriest Status Line Price Savings Response Price Line Price Savings Line Type Quantity   | Target Value   | WORLD SPORTS TURP AND MARKETING LLC Response, 22046 Sund Authorized Action Included  733  VES 80  4.4322   | Agreement Quanty  Agreement Quanty  Agreement Quanty  Agreement Quanty  Agreement Quanty  23   |

|  | II U many a    | WORLD SPORTS TURF AND MARKETING LLC  |   |
|--|----------------|--|---|
|  | Target Value   | Response; 22046  |   |
| Business Relationiship   |                | Spend Authorized   | 4   |
| Supplier Site<br>Response Status   |                | Active   | <b>→</b>  |
| Shortled Shares  |                | Included   | 1   |
| ine Pricing  | 0              |  |   |
| Response Price<br>Unit Price Savings   | 4              | 49.  | 22  |
| Int Price Savings Percent  |                |  | -1  |
| ward Decision  |                |  |   |
| Award Coantity   |                | Yes  |   |
| Award Amount   |                | 1,285.   | 201   |
| Note to Buyer:   | - 6            |  | -   |
| Attachments  |                | No   | 3   |
| 78 Year 3: Non-Standard Labor Hou<br>Line Type Quanti<br>item<br>Item Revision<br>Category Name 790.00   | ey             | UOM Hour(s)<br>Sinit Price<br>Gurrent Price  | Agreement Outnity Award Arround 593.00 Savings  |
|  | Target Value   | WORLD SPORTS TURE AND MARKETING LLC<br>Response; 22046   |   |
| Business Relationship  | Tal Ball Talle | Spend Authorized   |   |
| Supplier Site -  |                |  |   |
| Response Status  |                | Adive  | 4   |
| Shortlist Status<br>Line Pricing   | 4.             | Included   | -   |
| Response Price   |                | 1 283  | 30  |
| Int Price Savings  |                |  |   |
| Unit Price Savings Percent<br>Award Decision   | , Ui           |  | -   |
| Ward Decision  |                | Vec  |   |
| Award Coaribly   |                | 10   | 10  |
| Wild Amain's   | 17             | 593)   | 10  |
|  |                |  |   |
| vote in adver  |                | A la   | 4   |
| Attachments 79 Year 4: Athletic Turf Mowing Sen Line Type Quanti Item Item Revision  | ry             | No  UCM Acre (6) Start Price Current Price   | Agreement Quantity 4007 Award Armount 39,900,00   |
| Allachments  79 Year 4: Athletic Turf Mowing Sen  Line Type Quanti   | ry             | Start Price<br>Current Price   | Avaint Amount 39,900.00   |
| Attachments  79 Year 4: Athletic Turf Mowing Sen  Line Type Quanti  Item (tem Revision   | ty.            | Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC   | Avaint Amount 39,900,00 Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (dem) (dem) (dem Rowsalon) Category Name 790.00   | ry             | Start Price<br>Current Price   | Avaint Amount 39,900,00 Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Lee Type Quanti (frem (sen Revision Category Name 750.00)  Suppress Relationalup Suppler Site  | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spanid Authorized  | Avaint Amount 39,900,00 Savings   |
| Attachments  19 Year 4; Athletic Turf Mowing Sen  Line Type Quanti Item Revision  Caregury Hame 790.00  Business Relationable Supplier See Response States   | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Anthropad Active   | Avaint Amount 39,900,00 Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (from  (sen Revision  Category Name 750.00  Business Rullstonnalup  Supplier Site (response Status  | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spanid Authorized  | Avaint Amount 39,900,00 Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (from  (sen Revision  Category Name 750.00  Business: Relationalup  Supplier Site (response Status  Genoritis Category  Line Pficing  Response Horse  | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Anthropad Active   | Avvaid Amount 39,900,000<br>Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (tem Revision Caregury Harne 730.00  Sustress Folklommulup Suspiter Site (response Schlass Shortist Salaus Line Pricing Response Price Junt Price Savings   | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Sport Matherated Active Included   | Avvaid Amount 39,900,000<br>Savings   |
| Attachments  79 Year 4: Athletic Turf Mowing Sen  Line Type Quanti Item Revision Caregory Name 790.00  Business Rulliannalup Supplier See Response Status Shortist Satus Line Pricing Reported From Unit Price Savings  | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Sport Matherated Active Included   | Avvaid Amount 39,900,000<br>Savings   |
| Attachments  To Year 4: Athletic Turf Mowing Sen  Line Type Quanti item Rowsson Caregory Name 730.00  Business Rollston Supplier Side Versponse Shalon Shortist Salaus Line Pricing Response Price Jung Price Savings Line Price Savings Percent   | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Sport Matherated Active Included   | Avvaid Amount 39,900,000<br>Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (fem Rowsalon) Caregory Name 790.00  suprimes Relationship Suprimes Relationship Suprimes Relationship Suprimes Relationship Suprimes Relationship Suprimes Price Suprimes Price June Price Savings June Price Savings Percent Award Vostionship Ward Vostionship Ward Vostionship  | ty .           | Start Price Currert, Price Currert, Price WORLD SPORTS TURE AND MARKETING ELC Response; 22046 Sport Authorized Active Included  [29]   | Avviad Arnount 39,300,000 Savings Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti Item Revision Caregory Harne 730.00  Business Halatinnship Suppler Site Response Shatis Sendrals Status Line Pricing Response Hotos Unit Price Savings Pricont Ward Decision Ward Loanbly Ward Amount.  | ty .           | Start Price Currert Price WORLD SPORTS TURE AND MARKETING LLC Response, 20046 Sport Matherated Active Included   | Avviad Armond 39,900.00 Savings Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti from Item Revision Caregory Name 790.00  Business Rulammalup  Supplier Site Response Status Shorthst Sealus Line Pricing Line  | ty .           | Start Price Currert Price  WORLD SPORTS TURE AND MARKETING LLC Response, 22046 Spund Authorized  Active Included  (Ves. 400  400  400  400  400  400  400  400   | Award Arnauri 38,900.00 Savings Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti from (tem Revision) Caregory Manie 790.00  Susariess Relationabup Supplier Site Verpones Status Sundary Status Line Pricing Intel Yine Savings Proceed Ward Dealston Ward Userson  Ward Us | Target Value   | Start Price Currert Price Currert Price WORLD SPORTS TORE AND MARKETING LLC Response; 20046 Sport Authorized Active Included  Ves  400  Yes  400  Yes  400  June 100   | Avviad Armond 39,900.00 Savings Savings   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (frem Revission)  Caregory Marie 790.00  Supprier Site Response Status Shortlast Status Line Pricing Line Line Savings Line Pricing Line Line Savings Line Pricing Line Line Savings Line Line Line Line Line Line Type Quanti Line Type Quant | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Sund Authorized  Active Included  IVES  400  IVES  400  IVES  AUD  IV | Agreement Chardly Agreement Chardly Award Around Award Around   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti Idem Revission Caregory Harme 730.00  Suprimes Hallston militip Supplier Side Response Shallsto Shorthist Status Line Pricing Hosponse Price June Price Savings Procent Warrar Quantily Warrar Quantily Warrar Line Applied for PH Bala  Line Type Quanti Idem Revision Calegory Name 750.00  Succiness Response  Calegory Name 750.00  | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Auftractud  Active Included  Yes  40  Yes  40  WORLD SPORTS TURE AND MARKETING LLC  BY  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC   | Agreement Chardly Agreement Chardly Award Around Award Around   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti from (term Revision) (term  | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized  Active Included  WES  400  100  100  100  100  100  100  10  | Agreement Chardly Agreement Chardly Award Around Award Around   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti Idem Revision Caregory Name 790.00  Supplier Side Response Shitus Shortist Satus Line Pricing Response Price Line Pricing Response Respon | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Auftraced  Active Included  100  Yes  400  Yes  400  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized  Active Active Address  Active Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  | Agreement Chardly Agreement Chardly Award Around Award Around   |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (fern Rowsson Caregory Name 790.00  Supplier Side Verponne Shiton Shortins Salaus Line Pricing Line Caregory Line Rowson Line Type Quanti Line Type Salaus Line Pricing  | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Andracad  Active Included  199  400  Yes  400  Ton (x) Start Proc Ownert Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included   | Agreement Quantity Award Around Shings  Agreement Quantity Award Around Shings  544095                      |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (from (term Revision) Category Name 740.00  Suparines Relationariup Supplier Ste Response Status Line Pfeling Response Price Unit Price Savings Line Pricing Response Price Line Price Savings Line Price Savings Line Price Savings Line Price Savings Response Price Line Price Savings Response Price Line Price Savings Line Price Savings Line Price Savings Line Price Savings Line Price Line Response Price Line Response Line Type Quanti Line Line Line Type Quanti Line Line Line Line Line Line Line Lin  | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Auftraced  Active Included  100  Yes  400  Yes  400  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized  Active Active Address  Active Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  Active  | Agreement Quantity Award Around Shings  Agreement Quantity Award Around Shings  544095                      |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (frem Revission)  Caregory Marie 790.00  Supprier Site Response Status Shordist Status Line Pricing Line Pr | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Andracad  Active Included  199  400  Yes  400  Ton (x) Start Proc Ownert Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included   | Agreement Quartity Award Annuar  Award Annuar  Savings  7,057,05  |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (from  Category Name 740.00  Business Reliationship  Supplier Site Response Status Shortlist Status Shortlist Status Line Pricing Response Price Unit Price Sweings Line Pricing Response Price Response | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Andracad  Active Included  199  400  Yes  400  Ton (x) Start Proc Ownert Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included   | Agreement Quartity Award Annuar  Award Annuar  Savings  7,057,05  |
| Attachments  19 Year 4: Athletic Turf Mowing Sen  Line Type Quanti (from (from Revision) Category Name 740.00  Business Relision missip Supplier Site Response Status Shorthst Status Line Pficing Response Res | Target Value   | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Andracad  Active Included  199  400  Yes  400  Ton (x) Start Proc Ownert Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active Included   | Agreement Quartity Award Annuar  Award Annuar  Savings  7,057,05  |
| Item Revision Category Name 790.00  Business Reliationary Name 790.00  Business Reliationary Name 790.00  Business Reliationary Name 790.00  Business Reliationary Name 790.00  Business Status Line Price Name 790.00  Avaird Cestions Price Name 790.00  Avaird Cestion Price Name 790.00  Line True Savings Pricent Avaird Cestion Name 790.00  Line Type Quanti Name 790.00  Business Reliationary Name 790.0 | Target Value   | Start Price Currer Price Currer Price  WORLD SPORTS TURE AND MARKETING LLC Response, 22046 Sport Authorized  Active Included  Ves  400  Ves  400  Ves  400  Ves  Authorized  Authorized  Authorized  Authorized  Authorized  Authorized  Authorized  Active Included   | Agreement Quantity Agreement Quantity Award Armunt Savings  Agreement Quantity Award Armunt Savings Savings |

| Attachments  |              | No   |   |
|--|--------------|--|---|
|  |              |  | 7   |
| 31 Year 4: Sulfur Applied for PH Balance   |              |  |   |
| Line Type Quantity   |              | UOM Ten (s)  | Agreement Quartity /  |
| item   |              | Start Price  | Award Amount 6,685,63   |
| Item Revision  |              | Current Price  | Savings   |
| Category Name 790.00   |              |  | Savings   |
|  |              |  | _   |
|  | Target Value | WORLD SPORTS TURF AND MARKETING LLC<br>Respense; 22046   |   |
| Business Relationship  | inter Anice  | Spend Authorized   | 7   |
| Supplier Site  | 1            | Page 130 ( ) (and an installation)   |   |
| Response Status  |              | Active   | 1   |
| Shortlist Status   |              | Included   |   |
| Line Pricing   |              |  |   |
| Response Price<br>That Price Savings   | 425          | 956.0  | 18  |
| Unit Price Savings<br>Unit Price Savings Percent   | 1            |  | -   |
| Award Decision   | 4            |  | -   |
| Award  | T            | Yes  |   |
| Award Quantity   |              |  | 7   |
| Award Amount   |              | 9,885,6  | 15  |
| Note to Guyer  | 1            | W-   | 4   |
| Attachments  | 11           | No   | 1   |
| 82 Year 4: Approved Topsoil  |              |  |   |
|  |              |  |   |
| Line Type Quantity   |              | UOM Ton (s)  | Agreement Quartity 10   |
| therry   |              | Start Price  | Avent Amount 520.00   |
| Item Revision Category Name 790.00   |              | Current Price  | Savings<br>Savings  |
| Category terms 730,00  |              |  | Savings   |
|  | The second   | WORLD SPORTS TURF AND MARKETING LLC  |   |
|  | Target Value | Response: 22046  |   |
| Business Relationship  | 1            | Spend Authorized   |   |
| Supplier Site  |              |  |   |
| Response Status<br>Shortist Status   |              | Active   | 4   |
| Line Pricing   | 4.           | . Tiucinben  | -   |
| Response Pace  | 1            | 52.0   | 10  |
| Unit Price Savings   |              |  |   |
| Unit Price Savings Percent   |              |  | 3   |
|  |              |  |   |
| Award Decision   |              |  |   |
| Award  | 1            | Yes  |   |
| Award Duantity   |              | VES  |   |
| Award Duaribly<br>Award Amount   |              | Yes 10 520,0   |   |
| Award Duantity   |              | Yes<br>10<br>520.0   | 0   |
| Alvard<br>Avand Lizanbly<br>Avand myount<br>Note Li duyur<br>Altachments   |              | Yes  |   |
| Mward<br>Avaird Duarbly<br>Award Amount<br>Note Le Guyer   |              | Yes 10 520,0   |   |
| Avvard Avand Countily Avvard Armidit Note to Guyer Attachments 83 Year 4: Clay Repair - Basic  |              | No.  |   |
| Alvard<br>Avand Lizanbly<br>Avand myount<br>Note Li duyur<br>Altachments   |              | No UCM Square Foot (Feet)  |   |
| award wward Jaarday weent Annount weent Annount weent Annount weent Annount weent we |              | No  UOM Square Foot (Feet)   | Agreement Quantity 500000 Award Armura 93,000.00 Savings  |
| Award Jamesh Award Jamesh Award Amount Note to Buyer Altschments 83 Year 4: Clay Repair - Basic Line Type Quantity Illemi  |              | No  UCM Square Foot (Feet) Start Price   | Agreement Ouaritaly S00000<br>Award Armuni S3,000,00  |
| award wward Jaarday weent Annount weent Annount weent Annount weent Annount weent we |              | No  UOM Square Foot (Feet) Start Price Ourcent Price   | Agreement Quartity 500000 Avact Armura 93,000.00 Savings  |
| award wward Jaarday weent Annount weent Annount weent Annount weent Annount weent we | Taroet Value | No  UCM Square Foot (Feet) Start Price Ourcest Price  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quantity 500000 Award Armura 93,000.00 Savings  |
| AWARTI Award Sharifsy Award Amourt Altachments 83 Year 4: Clay Repair - Basic Line Type Quantity Item Revision Calegory Marie 790,00   | Target Value | No  UOM Square Foot (Feet) Start Price Ourcent Price   | Agreement Quantity 500000 Award Armura 93,000.00 Savings  |
| award wward Jaarday weent Annount weent Annount weent Annount weent Annount weent we | Target Value | No  UCM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046  | Agreement Quantity 900000 Avant Arbuira 93,000.00 Savinas   |
| AWARTI Award Sauribly Award Amount Award Sauribly Award Amount Altachments  83 Year 4: Clay Repair - Basic Line Type Quantity Idem Tetwison Category Marie 790,00  Supplier Site Response Sauris   | Target Value | No  UOM Square Foot (Feet) Start Price Oursent Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spania Authorized Activity   | Agreement Quantity 900000 Avant Arbuira 93,000.00 Savinas   |
| Award Award Joann's Award Joann's Award Amount Note is deuper Alaschments 83 Year 4: Clay Repair - Basic Line Type Quantity Item Item Revision Category Marie 790.00  Support Site Response Status Shortled Status   | Target Value | No  UCM Square Foot (Feet) Shart Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized   | Agreement Quantity 500000 Award Armura 93,000.00 Savings  |
| AWARTO AWARTO ASSUMPTION AWARTO ASSUMPTION AWARTO ASSUMPTION AWARTO ASSUMPTION AWARTO  | Target Value | No  UCIM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active Included   | Agreement Quantity 50000<br>Award Amount 53,000.00<br>Savings<br>Savings  |
| Award Sauribly Award Clay Repair - Basic Line Type Quantity Idam Revision Calegory Name 790,00  Business Relationship Saurible Saurible Meaponise Saurible Line Pricing Line Pricing  | Target Value | No  UOM Square Foot (Feet) Start Price Oursent Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spania Authorized Activity   | Agreement Quantity 50000<br>Award Amount 53,000.00<br>Savings<br>Savings  |
| AWARTI Award Sauribly Averat Amount Award Sauribly Averat Amount Altachments  33 Year 4: Clay Repair - Basic Line Type Quantity Idam Revision Category Hame 790,00  Business Helstinichus Suppier Side Reportes Sauri Shorited Shairs Hesportes Photo Inter Pricing Presportes Photo Inter Pricing Presportes Photo Inter Pricing Presportes Photo Inter Pricing Identify Awards Identify Inter Pricing Identify Inter Identify Identify Inter Identify Ident | Target Value | No  UCIM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active Included   | Agreement Ouantey 500000<br>Award Amount 93,000.00<br>Savings<br>Savings  |
| Award Saurity Award Saurity Award Amount Note to deyver Attachments 83 Year 4: Clay Repair - Basic Line Type Quantity Idam Revision Category Name 790,00  Business Helstinizeling Sampière Side Response Status Business Status Unit Price Saurity Unit Price Doct Price | Target Value | No  UCIM Square Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active Included   | Agreement Ouantey 500000<br>Award Amount 93,000.00<br>Savings<br>Savings  |
| Award Jaurish  Weers Aurish  Weers Aurish  Weers Aurish  Weers Aurish  Weers Are Clay Repair - Basic  Line Type Quantity  Item  Item  Item Revision  Category Name 790,00  Supplier Side  Response Scalus  Shortfel Status  Line Proling  Weepprise Price  Unit Price Savings  Frecent  Weard Decision  Ward   | Target Value | No  UOM Squaré Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Sprind Authorized Active Included  | Agreement Quantity 50000<br>Award Amount 53,000.00<br>Savings<br>Savings  |
| AWARTS AWARTS PROCESS  WARTS AWARTS AWART AWARTS AWARTS AWARTS AWARTS AWARTS AWARTS AWARTS AWARTS AWART AWARTS AWARTS AWARTS AWARTS AWARTS AWART AWARTS AWART AWARTS AWART AWART AWART AWART AWART AWART AWART AWART | Target Value | No  USM Square Foot (Feet) Shart Price Ourient Price  WORLD SPORTS TURE AND MARKETING LLC. Response: 22046 Spend Authorized  Active: Included  1.5   | Agreemest Ouantay Success Award Around 93,000,00 Savings Savings  |
| Award Jaurishy  Award Laurishy  Award Laurishy  Award Laurishy  Award Laurishy  Award Laurishy  Basic  Line Type Quantity  Item  Item  Item Trovision  Category Name 790,00  Business Melatinarishy  Suppler Side  Response Scalus  Shouthat Status  Line Prioria  Weapprise Procent  W | Target Value | No  UOM Squaré Foot (Feet) Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Sprind Authorized Active Included  | Agreemest Ouantay Success Award Around 93,000,00 Savings Savings  |
| Award Award Salans Process  Support Steel Boyer  Albachments  Si Year & Clay Repair - Basic  Line Type Quantity  Item Revision  Category Marie 790,00  Support Ste  Response Stellus  Shoulds Salans  Line Pricing  Response Process   | Target Value | No  UCM Square Foot (Feet) Shart Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spinit Authorized Active Included  1.5  BUILD  Yess  BUILD  Yess  BUILD  94,590.00   | Agreement Ouantay Success Award Around Savings Savings Savings  |
| Award J. Werneld Standby  Weers and Standby  Weers and American  Machinents  Machinents  Mary Park Clay Repair - Basic  Line Type Quantity  Item Revision  Category Marie 790,00  Support Status  Support Status  Shouted Status  Intel Pricing  Response Pricing  Respo | Target Value | No  USM Square Foot (Feet) Shart Price Ourient Price  WORLD SPORTS TURE AND MARKETING LLC. Response: 22046 Spend Authorized  Active: Included  1.5   | Agreement Ouantay Success Award Around Savings Savings Savings  |
| AWARTS Assaring Ween't Assaring Ween't Assaring Ween't Assaring Ween't Assaring Ween't Assaring Basic Line Type Quantity Item Edwinson Category Marine 790,00  Support Side Response Status Grant Pricing Weepense Price Weepense Price June Pricing Weepense Price Weepense  | Target Value | No  UCM Square Foot (Feet) Shart Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spinit Authorized Active Included  1.5  BUILD  Yess  BUILD  Yess  BUILD  94,590.00   | Agreement Ouantay Success Award Around Savings Savings Savings  |
| Award Award Sauriby  Ayard Sauriby  Altachments  83 Year 4: Clay Repair - Basic  Line Type Quantity  Item Revision  Category Marie 790.00  Business Hestimeribis  Suppier Sie  Response Status  Shouthat Sauribis  Line Pricing  Response Status  Shouthat Sauribis  Line Pricing  Response Price  Line Pricing  Response Price  Response Pric | Target Value | No  UOM Squaré Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Capana Authorized Active Included  1.5  SUBJECT SCHOOL SC | Agreement Ouarday  Avaid Armura  Savings  Savings   |
| Award Sambly Award Louriby Award Louriby Award Louriby All Clay Repair - Basic  Line Type Quantity Ident Revision Category Name 790,00  Business Welstimethip Suppler Side Response Status Shortled Status Unit Price Savings Unit Price Type Quantity Live Type Quantity   | Target Value | No  UCM Square Foot (Feet) Start Price Ourcet Frice  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active Included  1.5  BUILD  Vess BUILD  UCIM Square Foot (Feet)   | Agreement Quantity  Agreement Quantity  Agreement Quantity  Agreement Quantity  Support   |
| Award Joseph Process  Weens I Stanfaly  Weens I Amount November Amount Novembe | Target Value | No  UOM Squaré Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spana Authorized Active Included  1.5  BUILD  Yes BUILD  UIGH Square Foot (Feet) Start Price   | Agreement Quantly Agreement Quantly Agreement Quantly Agreement Quantly Agreement Quantly   |
| Award Award Louriby Award Louriby Award Louriby Award Louriby All Clay Repair - Basic Line Type Quantity Idem Technique Idem Technique Suppers Side Response Status Shortled Status Unit Price Savings Unit Price Un | Target Value | No  UCM Square Foot (Feet) Start Price Ourcet Frice  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active Included  1.5  BUILD  Vess BUILD  UCIM Square Foot (Feet)   | Agreement Ouantity  Avaid Around Savings  Savings  Agreement Ouantity  Agreement Ouantity  Award Around  Award Around  153,800,000        |
| Award Joseph Process  Weens I Stanfaly  Weens I Amount November Amount Novembe | Target Value | No  UOM Squaré Foot (Feet) Shart Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spana Authorized Active Included  1.5  BUILD  Yes BUILD  UIGH Square Foot (Feet) Start Price   | Agreement Quantly Agreement Quantly Agreement Quantly Agreement Quantly Agreement Quantly   |
| Award Award Louriby Award Louriby Award Louriby Award Louriby All Clay Repair - Basic Line Type Quantity Idem Technique Idem Technique Suppers Side Response Status Shortled Status Unit Price Savings Unit Price Un | Target Value | No  UGM Square Foot (Feet) Start Price Ourcet Frice  WORLD SPORTS TURE AND MARKETING LLC Response: 22045 Spand Authorized Active Included  I In  Ves: BUILD  Ves: BUILD  Ves: Current Frice  Current Frice   | Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Amend Amount  Agreement Ouanity  Amend Amount  Savings                           |
| Award Joseph Procent Award Share Procent Award October Process Process Procent Share Process P | Target Value | No  OOM Square Foot (Feet) Shart Price Ourset Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spand Authorized Active Included  15  BUILD  Yes: BUILD  UCM Square Foot (Feet) Start Price Ourset Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046   | Agreement Ouanity  Agreement Ouanity  Agreement Ouanity  Amend Amount  Agreement Ouanity  Amend Amount  Savings                           |
| Award Cambus Process  Bounness Melatinship   |              | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active. Included  Types BUILD  Vies BUILD  Vi | Agreement Ouarity  Avaid Armine Savings Savings  Agreement Ouarity Amend Armone Agreement Ouarity Amend Armone Savings                    |
| Award Award Sauriby  Ayard Sauriby  Altachments  83 Year 4: Clay Repair - Basic  Line Type Quantity  Item Revision  Category Hame 790.00  Business Heistimining  Supplier Site  Response Status  Shortled Status  Chine Pricing  Response Process  Ward Decision  Award Decision  Award Carabo  Award Clay Repair - Premier  Line Revision  Language Haman  La |              | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spana Authorized  Active Included  1.5  BURN  Yes  BURN  UCM Square Foot (Feet) Start Price  Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spana Authorized  UCM Square Foot (Feet) Start Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spana Authorized   | Agreement Ouarity  Avaid Armine Savings Savings  Agreement Ouarity Amend Armone Agreement Ouarity Amend Armone Savings                    |
| Award Cambus Process  Bounness Melatinship  Later Type Quantity  Item Melatinship  Later Type Quantity   |              | No  OOM Square Foot (Feet) Shart Price Ourset Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spand Authorized Active Included  15  BUILD  Yes: BUILD  UCM Square Foot (Feet) Start Price Ourset Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046   | Agreement Outsidey  Agreement Outsidey  Agreement Outsidey  Agreement Outsidey  Amend Amount  Agreement Outsidey  Amend Amount  Schooling |

| Da inance Dave   | 7             |  | 71   |
|--|---------------|--|--|
| Response Price<br>Unis Price Savings   | 16            | -21  | 4  |
| Unit Price Savings Percent   |               |  | -  |
| Award Decision   |               |  |  |
| Award  |               | Yes  |  |
| Aviard Cuantity  | 110           | 60000  | 00   |
| Award Amount   | 17            | 163,800.0  | 0  |
| Note to Suyer  |               |  |  |
| Amadranents  |               | No   |  |
| Syear 4: Sod Repair: 1 to \$,599  Line Type: Quan  Item Item Item Revision Category Name 790.8  Supplier Site Vergon as Status Somits Status Line Pricing Line Pricing | ntity         | Start Price Start Price Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized Active Included | Agreement Grantisy Award Arround Savings Savings   |
| Unit Price Savings   | 11)*          | - 0  |  |
| Int Price Savings Percent  |               |  |  |
| Award Decision   | No.           |  | <b>5</b>   |
| ward   | 144           | Yes  |  |
| Award Doanbly<br>Award Amount  |               | 2000   | 70   |
| Aviero Amount<br>Vote to Buyer   |               | 53,000,0   | 4  |
| vote to adyer<br>Attachments   |               | No.  | 4  |
| Itum Revision<br>Category Name <b>790.</b>   | 00            | WORLD SPORTS TURE AND MARKETING LLC  | Savings<br>Savings   |
|  | Target Value  | Response: 22046  |  |
| Jusiness Relationship  |               | Spend Authorized   | 4  |
| Simplier Sité<br>Response Status   |               | Adivo  | 4  |
| Shortlist Status   |               | Included   | -  |
| Line Pricing   |               |  |  |
| Response Price   |               | 1:9  | 16   |
| Int Price Savings  |               | - 4  |  |
| Init Price Savings Percent   | 111           | 4  |  |
| Award Decision   | 120           |  |  |
| ward Quantity  |               | 7000   |  |
| ward Amount  |               | 37 200.0   | TO STATE OF THE ST |
| Note to Guyer  |               |  | -  |
| Attushments  | - 17          | No   | 3  |
| 97 Year 4: Sod Repair: 19, 300 sq<br>Line Type Quar<br>Item<br>Item Revision<br>Category Name 790.0  | ntity         | UCM Square Foot (Feet) Stat Price Quirent Price  | Agreement Quartay 200<br>Avising Amount 28,600<br>Savings<br>Savings   |
|  | Target Value  | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22046   |  |
| Susiness Heladonship   | Target a side | Spend Authorized   | -  |
| Supplier Site  |               |  | 1  |
| esponse Status   |               | Áctivo   |  |
| Shortlist Status   | 101           | Included   |  |
| ine Pricing  |               | A  |  |
| Response Price<br>Int Price Savings  | 444           | 14   | 4  |
| int Price Savings<br>Int Price Savings Percent   |               |  | -  |
| ward Decision  |               |  | -1.  |
| ward   | T             | Yes  | 1  |
| wand Cluantity   |               | 20000 2000   | 0  |
| Award Amount   |               | 28,600.0   | 0  |
| Vote to Stuyer:  | 4 14          | 4  |  |
| Attachments  |               | No   |  |
|  |               | gication, grading/topsoil and irrigation and turf application, etc. (1 to 6.59  LOM Square Foot (Feet)  Start Firm  Current Ence       | Agreement Quantity Agreement Quantity Award Arround 53,000   |
| Item Revisian  |               | Current Frice  | Saunge   |

|  | 1                          | WORLD SPORTS TURF AND MARKETING LLC  |   |
|--|----------------------------|--|---|
| siness Relationship  | Target Value               | Response; 22046<br>Spend Authorized  |   |
| uppler Site  |                            | speno Authorized   |   |
| esponse Status   |                            | Active   |   |
| norther Status   |                            | Included   | 1   |
| ine Pricing  | O                          |  | 1   |
| espanse Price  |                            | 285  |   |
| nt Price Savings<br>nt Price Savings Percent   |                            |  |   |
| vard Decision  | -1                         |  |   |
| and  | 112                        | Yet  |   |
| vard Coanhty   |                            | 20000 20000  |   |
| eard Amount  |                            | 53,000.00  |   |
| ote to Buyer<br>tachments  |                            | No   |   |
| Year 4: Celebration Bermuda  Line Type: Qualitiem  Item Revision Category Name 790.  | intity                     | dication, grading/topsoll and irrigation and turf application, etc. (6,500 to 1<br>HOM Square Foot (Feet)<br>Stort Price<br>Current Price  | 8,799 sq. ft.)<br>Agreement Cluari<br>Award Amou<br>Savin<br>Savin              |
|  | F                          | WORLD SPORTS TURF AND MARKETING LLC  |   |
| isiness Relationship   | Target Value               | Response; 22046<br>Spend Authorized  |   |
| supplier site  |                            | Pelicing Configures  |   |
| esponse Status   |                            | Adive  |   |
| hortlist Status  | 14.0                       | Included   | 1   |
| ine Pricing  |                            |  |   |
| esponse Price  |                            | 1,88   |   |
| int Price Savings<br>Int Price Savings Percent   |                            |  |   |
| ward Decision  | -4                         |  |   |
| wed:   | T                          | Ves  |   |
| ward Coantily  | 4 0 -                      | 20000 20000  |   |
| ward Amaint  | 710                        | 37,200,00  |   |
| ite in Buyer   |                            |  |   |
|  |                            |  | 1   |
| O Year 4: Celebration Bermuda  Line Type Qua   |                            | No<br>dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq<br>UCM Square Foot (Feet)<br>Start Price  | Agreement Quant<br>Award Amor   |
| tachments  Year 4: Celebration Bermuda  Line Type Qua  | intity                     | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.<br>UCM Square Foot (Feet)<br>Stat Price<br>Current Price  | Agreement Quant   |
| Year 4: Celebration Bermuda Line Type Qua (tern Revision)  | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet) Start Frict Current Price  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quant<br>Avaint Amor<br>Savin   |
| techments  Line Type Qualiform (tem Revised)  (tem Revised)  Category Name 780.  | intity                     | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet)  Stat Frice  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response: 20046  | Agreement Quant<br>Avaint Amor<br>Savin   |
| D Year 4: Celebration Bermuda  Line Type Qua  (tem Revision)  Caregury Hame 790.   | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet) Start Frict Current Price  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quant<br>Avaint Amor<br>Savin   |
| Internents  I Year 4: Celebration Bermuda  Line Type Qua tem Revision Caregury Hame 790.  commiss Relationship upplier Site septon as Status   | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet)  Stat Frice  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response; 20046  Spund Authorized  Active  | Agreement Quant<br>Avaint Amor<br>Savin   |
| D Year 4: Celebration Bermuda  Line Type Qua  (from (bern Revision)  Caregury Name 780.  Usannes: Halatannahigi upplier Side espon as Status  espon as Status  espon as Status   | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UOM Square Foot (Feet)  Stat Price  Current Price  WORLD SPORTS TURE AND MARKETING LLC  Response; 22046  Squad Raifrorcand   | Agreement Quant<br>Avaint Amor<br>Savin   |
| D Year 4: Celebration Bermuda  Line Type Qua- (tern Gevesion) Category Name 750.  Category Name 750.  commence Holistoniship cuppler Site estion as Status northis Category and Pricing.   | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet)  Stat Frice  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response; 20046  Spund Authorized  Active  | Agreement Quant<br>Avaint Amor<br>Savin   |
| JYear 4: Celebration Bermuda  Line Type Qualiform Item Revision Category Name 760.  Listeness Relationability Listeness Politics Listeness Status Listeness Status Listeness Relationability Listeness R | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet)  Stat Frice  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response; 20046  Spund Authorized  Active  | Agreement Quant<br>Avaint Amor<br>Savin   |
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| J. Year 4: Celebration Bermuda  Line Type Qua  from feet New Year  Caregury Name 790.  | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq.  UCM Square Foot (Feet)  Stat Frice  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response; 20046  Spund Authorized  Active  | Agreement Quant<br>Avaint Amor<br>Savin   |
| J Year 4: Celebration Bermuda  Line Type Qua  germ feen Revision Categury Name 790.  Losenese Relationability Losenese Re | ntity<br>00                | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq.  UCM Square Foot (Feet)  Start Frott  Current Frota  WORLD SPORTS TURF AND MARKETING LLC  Responses: 20046  Squard Authorized  Active Included   | Agreement Quant<br>Avaint Amor<br>Savin   |
| D Year 4: Celebration Bermuda  Line Type Qua- Item Item Revision Category Hirms 730.  usarines Hallananship uppiter Site esponse Station northat Statios ince Pricing isoporase Price isoporase Station northat Statios ince Pricing isoporase Savings isoporase Savings isoporase Savings isoporase Savings isoporase Savings isoporase Savings isoporase isoporase Savings isoporase i | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, sec. (19,800 sq.  UOM Square Foot (Feet)  Start Price  Current Price  WORLD SPORTS TURF AND MARKETING LLC  Response; 22046  Squard Ratherword  Active Included   | Agreement Quant<br>Avaint Amor<br>Savin   |
| Acciments  Year 4: Celebration Bermuda  Line Type Qua tem Revision Category Hame 730.  somme Kalammang popier 5te spennies Status re Pricing spories Pricin te Pricing spories Pricin tempo Stating tempo Stat | ntity<br>00                | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq.  UCM Square Foot (Feet)  Start Frott  Current Frota  WORLD SPORTS TURF AND MARKETING LLC  Responses: 20046  Squard Authorized  Active Included   | Agreement Quant<br>Avaint Amor<br>Savin   |
| Internets  Year 4: Celebration Bermuda  Line Type Qualiform Item Revision Caregory Name 780.  James Relationarian Jopather Site Personne Station Department Relationarian D | ntity<br>00                | dication, gradinghopsoil and irrigation and turf application, etc. (19,800 sq. UCM Square Foot (Feet) Start Price Current Price  WORLD SPORTS TURF AND MARKETING ELC Response; 22046 Squard Authorized Active Included  1.33   | Agreement Quant<br>Avaint Amor<br>Savin   |
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| Machments  O Year 4: Celebration Bermuda  Line Type Qua  (term Revision  | Target Value Target Value  | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq. JUON Square Foot (Faet) State Price Current Price  WORLD SPORTS TURF AND MARKETING ELC Response; 20046 Spund Rathroand Active Included  1.33  //ES  JUON Square Foot (Feet) State Price Current Price  | Agreement Quant<br>Avaint Amor<br>Savin   |
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| D Year 4: Celebration Bermuda  Line Type Qual  (term Revision)  (term Revision)  Category Hirme 730.  Lusariess Rulationship  upppler Site espon de Status  northat Category  Reponse Price  response  respons | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. UCM Square Foot (Feet) Statt Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Raifwood Active Included  1.83  20,000,00  No.  UCM Square Foot (Feet) Statt Price Current Price WORLD SPORTS TURF AND MARKETING LLC   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| J Year 4: Celebration Bermuda  Line Type Qualiform Item Revision Caregory Name 780.  usernes Relationaring upplier Site essones Status northis Status ne Pricing incorrection northis Status ne Pricing nerification northis northis northis library library item Revision Category Name 780.  usaness Readourchy upplain Site  | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. UOM Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Arabitation Active Included  1.32  20,800.00  No  UOM Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046  | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| J Year 4: Celebration Bermuda  Line Type Qua- item Revision (bern Revision Category Name 780.  Line Type Qua- graphic Side response Statins northist Statins reprinted the Price Savings reprinted Price reprinted the Price Savings reprinted the Price Savin | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq  UCM Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Authorized  Active included  1,83  20,800,90  No  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spond Authorized Active   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| D Year 4: Celebration Bermuda  Line Type Qua- term Revision Category Name 780.  Lane Type Qua- term Revision Category Name 780.  Lane Type Qua- paper 56e Entermore Status Reported Price Reported Report | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. UOM Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Rective and Active Included  1.32  20,800,90  No  WORLD SPORTS TURF AND MARKETING LLC Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spend Rective and Marketin | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| International Services of Serv | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq  UCM Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Authorized  Active included  1,83  20,800,90  No  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spond Authorized Active   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
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| International Section Services  Line Type Qualiform (Item Revision Category Name 760.  Item Revision Revisio | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq  UCM Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Authorized  Active included  1,83  20,800,90  No  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spond Authorized Active   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| International Section Bermuda  Line Type Qualiform (tern Revision Caregory Name 780.)  Item Revision Caregory Name 780.  Item Revision Caregory Proceed and Caregory Name 780.  Item Revision Caregory Proceed and Caregory Name 780.  Item Revision | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. UOM Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Reitrocand Active Included  1.32  JUMU (es. Jumu) No. Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spend Authorited Active Included   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
| D Year 4: Celebration Bermuda  Line Type Qualiform (tern Revision) Category Name 760.  Listernes Rationarity) upplier Site empones Status northal Status ine Pricing teleprise Price in Price Savings in Processings Pricent ward Qualiform ward Qualiform Line Type Gua item Revision Category Name 780.  1 Year 4: Bahla Sed Installation Line Type Gua item Revision Category Name 780.  Listernes Status ine Pricing teleprise Sites exportes Status ine Pricing materials ine Price Savings ine Price Savings in Price Savings | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, sec. (19,800 sq  UCM Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Authorized  Active included  1,83  20,800,90  No  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Square Foot (Feet) Stimit Price  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spond Authorized Active   | Agreement Chant Agreement Chant Agreement Chant Agreement Chant Agreement Saint |
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| Jean Homests  Line Type Qualiform (Item Revision Bermuda Line)  Line Type Qualiform (Item Revision Category Name 760.  Item Revision Revision Category Name 760.  Line Type Gualiforments and Category Name 760.  Line Type Gualiforments Category Name 760.  Line Type Gualiforments Category Name 760.  Line Type Gualiforments Revision Category Name 760.  Lin | Target Value  Target Value | dication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. UOM Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spund Reitrocand Active Included  1.32  JUMU (es. Jumu) No. Square Foot (Feet) Stat Price Current Price  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Spend Authorited Active Included   | Agreement Quan Aviant Arm Sain Sain August Agreement Quan Avvant Arm Sain       |
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| Attachments  |  | Nα   | 7   |
|--|--|--|---|
|  |  | 100  |   |
| 2 Year 4: Laser Level Ballfield (N   | lo Rototill)                                 |  |   |
| Line Type Quan   | ntiby  | UGM Square Foot (Feet)   | Agreement Quantity 40000  |
| item   |  | Start Price  | Award Amount 5,200,00   |
| Item Revision  |  | Ournin Price   | Salvings  |
| Category Name 790.0  | 00   |  | Savings   |
|  |  | [WORLD SPORTS TORF AND MARKETING LLC   |   |
|  | Target Value                                 | Response: 22045  |   |
| Susiness Relationship  |  | Spend Authorized   |   |
| implier Site   |  |  | 4   |
| esponse Status<br>hordist Status   |  | Active<br>Included   | 4   |
| ine Pricing  |  | TO SOURCE STATE OF THE STATE OF | 1   |
| esponse Price  |  | 4 41   | 3   |
| nt Price Sayings   | 111  |  | <b>3</b> ) )  |
| nt Frice Savings Fercert.<br>Ward Decision   | 14.7   |  |   |
| ward   |  | Vac  | -   |
| ward Quantity  |  | 40000 4000   | <del>10</del>   |
| ryard Arnount  |  | 5,200,0  | 0   |
| ote to Suyer   | 1  |  |   |
| tachments  |  | No   | 4   |
| 3 Year 4: Laser Level Ballfield wit  | th Rototill of Calcined Clay                 |  |   |
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| Category Name 790.0  | 00   | SMI OTA / FIGU   | Savings   |
| 197411000  |  | F 141 Com 2 2000 F 1700  | 2.00  |
|  | Target Value                                 | WORLD SPORTS TURF AND MARKETING LLC.<br>Response: 22046  |   |
| husine sa Retabonship  | indec vine                                   | Spend Authorized   | -   |
| appier Site  |  | - I reduction outside to   | -   |
| Responde Status  |  | Active   | 1   |
| enordist Status  |  | Included   | <u> </u>  |
| ine Pricing  |  |  |   |
| Response Price<br>Init Price Savings   |  | 0.3  | 1.6   |
| Int Price Savings Percent  |  |  | -   |
|  |  |  |   |
| ward Decision  |  |  |   |
| Ward Decision  |  | Yes  |   |
| Ward Decision<br>Ward<br>Ward Country  |  | Yes Addition   |   |
| Award Decision  Award  Award Countily  Ward Amount   |  | Yes 44411 8,890,0  |   |
| Award Decision Award Cuaristy Award Cuaristy Award Amount United Buyer   |  |  | 0   |
| tward Design  ward Abundly ward Abundly ward Abundly tward Abundly tward begins that Chents  It Year 4: Rebuild Pitcher Mound Line Type Quan   |  | Mo<br>Mo<br>UCIM Each  | Agreement Quarter   |
| INVARID LEGISION WARD WARD LAURBY WARD AMOUNT Jobe to Euryer strachments  4 Year 4: Rebuild Pitcher Mound  | ntity  | 9,300,0<br>No  |   |
| ward degigen ward ward ward ward ward ward ward ward   | ntity  | WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quantay 11.67331<br>Avant Armunt 11.67331<br>Savings  |
| ward degisjon ward ward ward in ward Amburk Jose to Buyer stachments 4 Year 4: Rebuild Pitcher Mound Line Type Quar filam Itam Revision Category Name 790,0  | ntity  | No  Oom Each Start Price Ourcet Price  World Sports Turk and Marketing LLC Response: 22046   | Agreement Quantay 11.67331<br>Avant Armunt 11.67331<br>Savings  |
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| ward degision ward ward ward spunk toke to Buyer tochments 4 Year 4: Rebuild Pitcher Mound Line Type Quar tlem tom Revision Category Name 790.0  | ntity  | WORLD SPORTS TURF AND MARKETING LLC. Response: 2004 Spend Authorized   | Agreement Quantay 11.67331<br>Avant Armunt 11.67331<br>Savings  |
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| ward designer ward ward ward Around ward Around ward Around Line Type Quan Itanhant Itam Revision Category Name 790,0  Jouanness Helatinizahu Juppiler Side Essperies Esstus hourited Shabis Jime Pricing Persperies Proc Jing Price Savings Jing Pricing Jing Price Savings Jing Price | ntity  | WORLD SPORTS TURF AND MARKETING LLC Response; 2046 Spend Authorized Active: Included   | Agreement Quartery Award Around Savings Savings   |
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| International Country of Country  | Target Value  Under Yard                     | WORLD SPORTS TURE AND MARKETING LLC Response: 22048 Spend Authorized Active. Included  11,673  Ves.  | Agreement Quartery Award Arount Savings Savings   |
| ward Vedicion ward ward Amunicity Wa | Target Value  Under Yard                     | WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized Active: Included  1.1673  Yes  UGM Each Start Proce  Life 73  Ves  UGM Each  UGM Each  UGM Each  | Agreement Quantity  Avairat Arraint  11,673,31  Savings  Savings  Agreement Quantity  Agreement Quantity                              |
| Ward Vedicion  ward  ward Vedicion  Vaca & Rebuild Pitcher Mound  Line Type Quan  filem  filem Revision  Category Name 790,0  susiness Metalineship  supplier Side  Reported Status  filem Prioring  fresported Prioring  f | Target Value  Target Value  ubic Yard        | WORLD SPORTS TURE AND MARKETING LLC Response: 22048 Spend Authorized Active. Included  11,673  Ves.  | Agreement Quartery Award Armunt Savings Savings   |
| International Control of Control  | Target Value  Target Value  ubic Yard        | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Autorized Active Included  Ves  UMM Each Start Price   | Agreement Quantity Avacra Armure Savings Savings Agreement Quantity Avacra Armure 31.67331  |
| INVARID DESIGNATION WARD CONTROL OF THE CONTROL OF  | Target Value  Target Value  ubic Yard        | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Open Authorized  Active: Included  Ves  UCIM Each Start Price Current Price  | Agreement Quantity Avaca Arraura Savings Savings Savings Agrovement Quantity Avaca Arraura  Agrovement Quantity Avaca Arraura Savings |
| INVARID DESIGNATION WARD CONTROL OF THE CONTROL OF  | Target Value  Target Value  ubic Yard  unity | WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spend Authorized Active: Included  Vesc.  11.87.3  Vesc.  UCM Each Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC  11.87.3  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Quantity Avaca Arraura Savings Savings Savings Agrovement Quantity Avaca Arraura  Agrovement Quantity Avaca Arraura Savings |
| Award Designer  Ward Armours  Jose LB Buyer  Was All Rebuild Pitcher Mound  Line Type Quan  Blann  Idam Revision  Category Name 790,0  Susaness Helatineship  Suppler Site  Response Status  Shorthal Status  Line Pricing  Response  Status  Status  Status  Status  Line Pricing  Line Response  Line Response  Line Response  Line Response  Line Response  Category Name 750.0   | Target Value  Target Value  ubic Yard        | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Open Authorized  Active: Included  Ves  UCIM Each Start Price Current Price  | Agreement Quantity Avard Around Savings Savings Savings Agreement Quantity Avard Around Avard Around Savings                          |
| Avand Decision  Ward  Ward I Super  Ward Armount  Joke 18 Buyer  Waschments  14 Year 4: Rebuild Pitcher Mound  Line Type Quan  Bern  Idem Revision  Category Name 790,0  Susaness Metainnehip  Supper Side  Response Status  Shorthet Status  Line Price  Ward Decision  Ward Amburt  Ward Decision  Ward Amburt  Ward Decision  Ward Sumburt  Ward Landburt  W | Target Value  Target Value  ubic Yard  unity | Vess  UCM Each Start Proce Ourert Proce  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorned  Active. Included  ILIST II  Vess  UCM Each Start Proce Current Proce  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorned  | Agreement Quantity Award Around Savings Savings Agreement Quantity Award Around 31,57330  |
| International Control of the Control of Cont | Target Value  Target Value  ubic Yard  unity | WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Dipana Authorized  Active: Included  U.OM Each  11873  Vos.  U.OM Each Stat Price  U.OM Each Stat Price Stat Price  U.OM Each Stat Price Stat Pric | Agreement Quantity Award Around Savings Savings Agreement Quantity Award Around 31,57330  |

| Response Price Junis Price Savings Junis Price Savings Junis Price Savings Junis Price Savings Forcer Award Desisten Award Lisheby America Lisheby America Lisheby America Lisheby Americanis  SS Year 4: Lip Repair (Miner) Line Type Quantity Item Item Revision Category Harrie 790.00  Business Relationaris Supplies Ste Meapon as Status Shortlet Status Line Pricing Ine Pricing The Savings Unit Price Savings Award Desisten Awa | ्राप्त<br>iget Value<br>अस् | Ver. 20 3 (1,517,80) tin:  AIOM Each Start Price Current Price: WORLD SPORTS TURE AND MARKETING LLC. Response: 22046 Spend Authorized Action: Included I.358,35 | Agreemerik Chamits<br>Award Amourt 497,896.1<br>Savings |
|--|-----------------------------|---|---|
| Just Price Savings Just Price Savings Just Price Savings  Award Desister  Award Desister  Award Luseby  Award Luseby  Award Lig Repair (Minor)  Line Type Quantity  from  Jenn Revision  Category Hame 790.00  Tai  Supplier Site  Prepriors Sites  Freshorist Status  Line Pricing  Line Ward Desister  Line Ward Ward Desister  Line Pricing  Line Pricing  Line Pricing  Line Pricing  Line Pricing  Line Ward Desister  Ward Desister  Ward Desister  Ward Desister  Line Pricing  Lin | get Value                   | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| ward Desiste  ward Larenty  ward Larenty  ward Larenty  lote to Suyer  than reverse  St Year 4: Lip Repair (Minor)  Line Type Cuantity  frem  learn Fewson  Category Mane 790.00  Tai  Susaness Relationability  Puppier Site  Response Status  Line Pricing  Response Status  Line Pricing  Response Status  Line Pricing  Response Savings  Inde Price S | gat Value                   | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| word Lasteby ward Lasteby ward Lasteby ward Lasteby ward Lasteby By Year 4: Lip Repair (Minor) Line Type Quantity then losm Revestor Category Name 790,00  Tel suppose Rebitmedity appoier Site feetprovise Solatie from Pricing lesponse Fince from Pricing lesponse Solatie from Pricing lesponse Pricing  | weight Value                | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| Weard Lushelty Weard Lushelty Weard Personne User to Suyer User Type Cuantity Item Ident Pevision Category Marke 790.00  Tai Susaness Relationability Supplier Site Personner Status Une Pricing Electric Savings Inter Price Savi | www.got.Value               | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| Moort Servore  Total to Buyer  MacFunents  Se Year 4: Lip Repair (Minor)  Line Type Quantity then Item Revision Category Name 790,00  Tai  Supprier Site Preligion Site Preligion Socials  For Proce Should  Inter Price Savings  Line Price Savings  Line Price Savings  Line Proce Savings   | rget Value.                 | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| Vice to Bigger  Abactments  18 Year 4: Lip Repair (Minor)  Line Type: Quantity from Line Type: Quantity from Category Name 790.00  Tai  Susmess Relationarchip puppiner Site Verapones Sissus Shortlet Status Line Pricing Leacons Price Line Pricing Line Price Savings Line Price Pric | rget Value                  | No.  LIOM Each Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included I_358,35                          | Award Amount 407,5053<br>Sawings                        |
| Amarchemis  88 Year 4: Lip Repair (Minor)  Line Type: Quantity from loan Revision Category Marie 790.00  Tar  Susmess Relationating Supplier Site Peagon and Status Shortlet Status Line Pricing Relations Prico Line Pricing Line | rget Value                  | VOIN Each Start Price Current Price WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized Active Included 1,358,35                               | Award Amount 407,5053<br>Sawings                        |
| S Year 4: Lip Repair (Minor)  Lime Type: Quantity Item Item Revision Category Harve 790.00  Tai Susmess Relationship Supplier Site Perprina Status Line Pricing Index Price In | igėt Value<br>              | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC- Response: 22046 Spend Authorized Active Included 1,358.35  | Award Amount 407,5053<br>Sawings                        |
| from Item Pevasion Category Marie 790.00  Susiness Relationation Supplier Site Relations Status Unit Pricing Relations Unit Price Savings Ward Delations Ward Unit Price Savings Ward Savings   | iget Value<br>Spot          | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC- Response: 22046 Spend Authorized Active Included 1,358.35  | Award Amount 407,5053<br>Sawings                        |
| Suamese Relationship Supplier Site Felipron and Status Seniorist Status Seniorist Status Line Pricing Relations Price Michigan Relations Price Line Price Savings Line Price Line Line Savings Line Price Line  | get Value                   | Response: 22046 Spend Authorized Active Included I.35835  |   |
| Wyanness Prelationaring Wyppier Site Fregion and Status Frontiet Status Frontiet Status Frening Response Price Fregion Response Price Fregion  | ges Yalue                   | Spend Authorized Active Included I.358.35   |   |
| Supplier Side Petron or Shatas Petron or Shatas Inter Pricing Response Price Inter Price Savings Interprice Savings Interpr | 780                         | Active Included 1,358,35  |   |
| Fergion as Status Inne Pficing Casonise Proc. Inte Pficing Casonise Proc. Inte Proc. Savings Inte Proc. Savings Inte Proc. Savings Interproc. Savi | 200                         | (1,358,35<br>(1,358,35<br>(Yes 300  |   |
| Shorlet Status  Ine Pricing  Response Price  Init Price Savings  Inter P | 300                         | (1,358,35<br>(1,358,35<br>(Yes 300  |   |
| Ine Pricing tesponder Price Inst Price Savings Inst Price Savings Inst Price Savings Ward Destriction Ward United Savings  | 300                         | 1,358,35<br>Yes 300   |   |
| response Price Internet Savings Int Price Savings Percent ward Decision ward Savings Percent ward Savings Percent  | 300                         | Yes 300   |   |
| Int Price Savings Int Price Savings Percent Ward Decision Ward Donaldiy  | 300                         | Yes 300   |   |
| Int Price Savings Percent ward Decision ward ward Duranhiy   | NO.S.                       | Yes 300   |   |
| ward Decision ward Drambly   | 390                         | Yes Jun   |   |
| ward Deanbly   | 300                         | Yes 300   |   |
|  | 300                         | 300   |   |
|  | -                           |   |   |
| WIGHT WITHOUTE   |                             | 407,505,000   |   |
| lote to Buyer  |                             |   |   |
| macronents   |                             | No  |   |
|  |                             |   |   |
| Line Type Quantity Item Item Revision Category Name 790.00   |                             | AUCIM Elieh<br>Start Prios<br>Current Prior   | Agreement Ourantity Aviand Amount Savings Savings       |
| Tar  | getValue                    | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22948  |   |
| Business Relationship  |                             | Spend Authorized  |   |
| Simplier Site  |                             | 1   |   |
| Response Status  | -                           | Active  |   |
| hortist Status   |                             | Included  |   |
| Line Pricing   |                             |   |   |
| Response Price   |                             | 2.299.64  |   |
| Int Price Savings  |                             |   |   |
| Int Price Savings Percent<br>Ward Decision   |                             |   |   |
| ward Decision  |                             |   |   |
| ward Duantity  | 300                         | 750   |   |
| ward Amount  | disc                        | 689,892,00  |   |
| Vale to Suyer  |                             | 505,052.00  |   |
| Attachments  |                             | No  |   |
| 8 Year 4: Turface MVP All Sport or approved  | anujustant (60 naund had)   | juo –   |   |
| Line Type Quantity teem them Bevisson Category Hainer 790.00   | adnivarant (co beaud grā)   | UCM Each<br>Staft Price<br>Quirent Price  | Agreement Quantity Award Amount Savings Savings         |
| Tay  | get Value                   | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22046  |   |
| Susiness Heladonship   |                             | Spend Authorized  |   |
| upplier Site   | 11                          |   |   |
| esponse Status   |                             | Active  |   |
| hortlist Status  |                             | Included  |   |
| ine Pricing  |                             |   |   |
| esponse Price  | 19                          | 1,358.36  |   |
| Int Price Savings  |                             |   |   |
| Int Price Savings Percent<br>ward Decision   |                             |   |   |
| ward Decision  |                             | U.S.  |   |
| ward Ctrantity   | - Au                        | Yes   |   |
| ward Amount  | 20                          | 27,167.00   |   |
| Note to Suyer  |                             | 27,167.00   |   |
| tacionents   |                             | No-   |   |
| and another  |                             | Pag.  |   |
| 9 Year 4: Base Anchor Removal and Reinstal<br>Line Type Quantity<br>floor<br>liters Nevision<br>Category Name: 790.00  | lation (Whole field)        | COM Each State Floor Outrief Floor  | Agreement Quantity Amend Arrours Sawings Sawings        |

|  | Target Value                                 | WORLD SPORTS TURF AND MARKETING LLC:<br>Response: 22046   |  |
|--|--|---|--|
| usiness Relationship   | rai get i albe                               | Spend Authorized  | -  |
| uppler Site  |  |   | 7  |
| esponse Status   | Til-   | Active  |  |
| northal Status   |  | Included  | <b>3</b>   |
| ine Pricing  | - V  | 294 9   |  |
| esponse Price<br>Int Price Savings   |  | 1243  | 10   |
| Int Price Savings Percent  |  |   | -  |
| ward Decision  |  |   |  |
| ward   |  | Yes   |  |
| ward Cuanhty   |  | 4,499.8   | 20   |
| ward Amount  |  | 4,499.6   | 50   |
| loté to Buyer<br>ittachments   |  | No  | -  |
| Live Type Quant<br>Item<br>Item Reynoun<br>Category Name <b>790.00</b>   |  | Stort Price Current Price WORLD SPORTS TURF AND MARKETING LLC. Response; 22046  | Agreement Cusnity Award Arrount Savings Savings  |
| usiness Relationship   |  | Spend Authorized  |  |
| upplier Site   |  |   | _  |
| esponse Status   |  | Adive   | 4  |
| hortlist Status<br>ine Pricing   |  | Included  | -  |
| esponse Price  | T  | 791   | 9  |
| nt Price Savings   |  | 113,0   | -  |
| nit Price Savings Percent  |  |   |  |
| ward Decision  | - 64   |   |  |
| werd Coaribby  | .43  | Yes   |  |
| ward Amnink  |  | 4.775.4   | 121  |
| oce to Buyer   | _  |   | =  |
| tachments  |  | No  | -  |
| 01 Year 4: Rough Grading: 1,000 t<br>Line Type Quant<br>Item Revision  |  | UOM Cuble Yard (s) Sint Price Current Price   | Agreement Quantity Award Amount 4,71   |
| Line Type Quant  | tity   | uch Cubic Yard (s)<br>Start Price<br>Current Price  | Agreement Quantity Award Amount Savings Swings   |
| Lin≘ Type Quant<br>item<br>(tem Revision   | o .  | Shirt Price Currert Price  WORLD SPORTS TURE AND MARKETING LLC  | Avaid Amount 4,71 Savings  |
| Line Type Quant<br>Item<br>Item Revision<br>Careguy Name 750.00  | tity   | Start Price<br>Current Price  | Award Amount 4,71 Savings  |
| Line Type Quant them tem Revision Caregury Manse 730.00 usaness Rulanninhip  | o .  | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046   | Avaid Amount 4,7   |
| Line Type Quant Item Item Revision Caregury Name 780,00  ussines: Rullatannship uppher Side ensprones: Statem  | o .  | Start Price Current, Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active:   | Avaid Amount 4,7   |
| Line Type Quant term (sevición Caregray Mane 790.00 corress Relationatap) upplier Side espones Status contras Status   | o .  | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spund Authorized  | Avaid Amount 4,7 Savings   |
| Line Type Quant Idem Idem Idem Revision Categury Hame 790,00 Losiness Relationship Losiness Folker Losiness Fo | o .  | Start Price Current, Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active: Included  | Aviant Amant 47<br>Savings<br>Savings  |
| Line Type Quant Ident Ident Ident Revision Caregury Name 790.00  corress Relationship upplier Site esponses Shirtes northat status ne Prining esponses Pores   | o .  | Start Price Current, Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized Active:   | Aviant Amant 47<br>Savings<br>Savings  |
| Line Type Quant Item Item Revision Caregory Name 790.00  usernes: Helatannship uppler Site estone as Status northst Status ne Pricing esponse Price nt Price Savings nt Price Savings is Price Savings   | o .  | Start Price Current, Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active: Included  | Aviant Amant 47<br>Savings<br>Savings  |
| Line Type Quant term Revision Caregury Mane 730.00  Lastness Relationships upplier Side estopes Status northat status ne Pricing esporase Prices nt Price Savings Parcent ward Decision  | o .  | Start Price Current, Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active: Included  | Aviant Amant 47<br>Savings<br>Savings  |
| Line Type Quant term (term feewson) Caregury Name 790.00  usernes: Helkannshup upplant State septom at Station hordhat Station hordhat Station he Pricing septoms Prico. htt Price Savings his P | o .  | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized Active Included  | Avaid Amant 47<br>Savings<br>Savings   |
| Line Type Quant term fewision Category Name 730,00 Category Name 730,00 Lustiness Hallatemakip upplier Side expenses Salatem northat Categor septions Price In Eprice Salatem septions Price In Eprice Salatem septions Price Int Price Salatem ward Located ward Country ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  ward Country  Let Price Salatem  Ward Country  Let Price Salatem  Ward Country  Let Price Salatem  Ward Country  Let Price Salatem  Ward Country  Let Price Salatem  Ward Country  Ward Coun | o .  | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squand Antare Included Tels  Yes  | Aviant Amount 4.7 Savings Savings  |
| Line Type Quant Item Item Revision Caregury Name 780.00  userness: Hallatannshup upplier Stile septions: States northal States northal States northal States northal Price Savings not Price Savings northal Price Savings are Caregury are Quantity ware Quantity are Quantity are Quantity are Quantity are Quantity are Quantity are Quantity   | o .  | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spund Authorized Active Included  | Aviant Armanta 47 Savings Savings  |
| Line Type Quant Idem Idem Idem Revision Caregory Mine 790.00  usernes: Holamenthip upplier Side exponer Status northst status ne Pricing exponer Status net Price Savings net Price Savings int Price Savings reservi  | o .  | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Squand Antare Included Tels  Yes  | Aviant Armuni<br>Savings<br>Savings  |
| Line Type Quant Item Item Revision Caregory Name 790.00  userness Helitanniship uppher Site esponess Status ne Pricing seponess Prices nt Price Savings nt Price Savings ward Quantity ward Quantity ward Quantity ward Cannour.   | Target Value  Target Value                   | Shirt Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spund Authorizand Active Included (%) (%) (%) (%)   | Agreement Quantity   |
| Line Type Quant Idem Idem Idem Revision Caregury Name 780,00  ussiness: Rollaminilipi upplier Sine emporess: Station northal station re-price  | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Aufbrased Active Included  Tes  USM Cubic Yard (s) Start Price Ourent Price   | Agreement Quartily Award Around                  |
| Line Type Quant Item Revision Category Name 780,00  Category Name 780,00  Lossness Relationship Lossness Relationship Lossness Relationship Lossness Revision Lossness Revision Lossness Revision Lossness Revision Lossness Lossnes | Target Value  Target Value                   | Shift Price Current Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spand Authorized  Active Included  Yes  BU  LOM Cubic Yard (s) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046  | Agreement Quartily Award Around                  |
| Line Type Quant Item Item Revision Caregory Name 760.00  userness Helatenniship applier Stee estoon in Status ne Pricing seption of Status ne Pricing septions seption | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Aufbrased Active Included  Tes  USM Cubic Yard (s) Start Price Ourent Price   | Agreement Quartily Award Around                  |
| Line Type Quant Idem Idem Idem Idem Revision Caregury Name 780,00  connect Revision Caregury Name 780,00  connect Revision Caregory Name 780,00  usamess Revision Caregory Name 780,00  usamess Revision Caregory Name 780,00  usamess Revision connect Revision Caregory Name 780,00  usamess Revision connect Revision Caregory Name 780,00  usamess Revision Caregory Name 780,00   | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  UCM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Award Amount Agreement Augustity Award Amount Award Amount Award Amount Award Amount                        |
| Line Type Quant Item Item Revision Caregury Name 780.00  userness Halkatenship upplied State septions State septions State septions Price Savings no Price Savings no Price Savings septions Price serions Savings septions Price serions Price Savings septions Price serions Price savings serions Price savings serions Price savings serions serio | Target Value  Target Value  Pl cubic yards + | Shart Price Current Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spanid Raiffordad Active Included  Tel:  USM Cubic Yard (s) Start Price  WORLD SPORTS, TURE AND MARKETING LLC Response; 22046 Spenid Authorized   | Agreement Quantity Award Amount Agreement Augustity Award Amount Award Amount Award Amount Award Amount                        |
| Line Type Quant term (exercisor) Caregury Name 780,00 Line Type Quant term (caregury Name 780,00 Line Type Quant term (caregury Name 780,00 caregury Name 78 | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  UCM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Award Amount Agreement Augustity Award Amount Award Amount Award Amount Award Amount                        |
| Line Type Quant term fewision Caregury Name 780.00  userness Halasannship uppher Stile esponse Pfoling esponse Minos northal Statius nee Prioling esponse Minos northal Statius nee Prioling esponse Minos northal Statius nee Prioling esponse Minos to Prioc Savings esponse Minos to Prioc Savings esponse Minos to Prioc Savings esponse Minos to the Savings Bachments  22 Year 4: Rough Grading: 10,000 Line Type Quant term Revision Chizgory Name 780.00  useriess Residonemp uppher Sine esponse Status esponse Status esponse Status ene Prioling esponse Prioc  | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  UCM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Award Amount Agreement Augustity Award Amount Award Amount Award Amount Award Amount                        |
| Line Type Quant Idem Idem Idem Idem Revision Caregury Name 780,00  Losarense Rationanniup Losarense Rationanniup Losarense Rationanniup Losarense Rationanniup Losarense Rationanniup Losarense Rationand Losa | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  UCM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Avant Amount Agreement Amount Avant Amount Avant Amount Avant Amount Avant Amount Avant Amount Avant Amount |
| Line Type Quant Item Item Item Revision Caregury Name 780.00  userness Relatationable upplier State septomes States northist Status Item Revision Calegory Manne 780.00  userness Matus northist Status northi | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  USM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Avant Amount Agreement Amount Avant Amount Avant Amount Avant Amount Avant Amount Avant Amount Avant Amount |
| Line Type Quant term fewrison Caregury Name 780,00  Liserness Relationatup uppher Stile emponers Hotor nor Pricing emponers Hotor nor Pricing emponers Hotor nor Pricing emponers Hotor nor Pricing emponers stile Price Savings Pricent ward Charlety ward Charlety ward Charlety ward Charlety emponers term Revision Callegory Name 780,00  Line Type Quant term Revision Callegory Name 780,00  Line Figlia Line Fig | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  USM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quantity Award Amount Agreement Augustity Award Amount Award Amount Award Amount Award Amount                        |
| Line Type Quant Item (devision) Caregury Name 780,00  Lossens: Relationable Lossens: Rel | Target Value  Target Value  Pl cubic yards + | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spand Authorized  Active Included  Yes  USM Cubic Yard (s) Start Proc Current Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active Active Included  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized  Active | Agreement Quartity Agreement Quartity Award Amount Savings Savings Savings   |

| Attachments  |              | No   | 1  |
|--|--------------|--|--|
| and the second of the second of  |              |  |  |
| 03 Year 4: Standard Labor Hour(s)  |              |  |  |
| Line Type Quantity   |              | UOM Hour(s)  | Agreement Quantity 25  |
| item   |              | Start Price  | Award Amount 1,260,25  |
| Item Revision  |              | Ourney Price   | Salvings   |
| Caregory Name 790.00   |              |  | Savings  |
|  | 1            | [WORLD SPORTS TURF AND MARKETING LLC   |  |
|  | Target Value | Response: 22046  |  |
| susiness Relationship  |              | Spend Authorized   |  |
| upplier Site   | 1            |  |  |
| esponse Status<br>hordist Status   |              | Active   |  |
| Ine Pricing  | -Li          | Included   | -  |
| (esponse Price   | T-           | 50.4   |  |
| let Price Savings  |              |  |  |
| nt Price Savings Percent   | 4.21         | - 11   |  |
| ward Decision  | 4            | No.  |  |
| ward Cuantity  |              | 75 (48)  |  |
| ward Amount  |              | 1,260,20   | 5  |
| ote to Buyer   | 101          |  |  |
| nachments  | 111          | No   | 1  |
| 04 Year 4: Non-Standard Labor Hour(s)  | 1            |  |  |
|  |              | 2000 07 (0.22)   | A  |
| Line Type Quantity   |              | UOM Hour (s)   | Agreement Quartify 10 Award Amount 604,90  |
| Item Revision  |              | Start Price Current Price  | Avient Amount 604,90<br>Savings  |
| Category Name 790.00   |              | Cantona ( ) Total  | Savings  |
|  |              | Programme School Programme   |  |
|  | 112          | WORLD SPORTS TURF AND MARKETING LLC.   |  |
| usiness Relationship   | Target Value | Response: 22046<br>Spend Authorized  |  |
| appier Sife  |              | Sperio Autorites   |  |
| Responde Status  | +            | Active   | 1  |
| conduct Status   |              | Included   |  |
| ine Pricing  |              |  |  |
| Response Price<br>Init Price Savings   | 1            | 50.41  |  |
| Int Price Savings Percent  | +            |  | 4  |
| ward Decision  | -            |  |  |
| Ward   | 1 1          | Yes  |  |
| Award Cuarity<br>Ward Amount   | 1111         | 10   | 0  |
|  |              | 604,81   | 2  |
| Total the Millioner  |              |  |  |
|  | 1            | No   | 1  |
| Attachments  | ji .         | No   | 1  |
| Altachments  | 8            | No   | i  |
| Attachments<br>105 Year 5: Athletic Turf Mowing Service  | es           | No NGM Agre(s)   | Agreement Quarter 4001   |
| Attachments  106 Year 5: Athletic Turf Mowing Service  Line Type Quantity  Ilem  | HS.          | No  UCM Acre (a) Start Price   | Agreement Quartey 400 Award Arround 40,700,00  |
| Item Revision  | 8            | No  UGM Acre(s) Start Price Current Price  | Averd Amount 40,700,00 Savings   |
| Nation Memoria<br>National Control of Moving Service<br>Line Type Quantity   | 8            | Sitart Price   | Award Amount 40,700,00   |
| Attachments  105 Year 5: Athletic Turf Mowing Service  Line Type Quantity  Ilent  Item Revision  | в            | Sitart Price<br>Current Price  | Averd Amount 40,700,00 Savings   |
| Ntachments  105 Year 5: Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  |              | Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC.   | Award Amount 40,700,00   |
| Machiments  106 Year S. Athletic Turf Mowing Service  Line Type Quantity  Item Revision  Category Name 790,00  | Target Value | Sitart Price<br>Current Price  | Award Amount 40,700,00   |
| Utachments  105 Year 5: Athletic Turf Mowing Service  Line Type Quantity  Berni  Itam Revision  Category Name 790,00  Susaness Relationship  |              | Start Price Ourrent Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized   | Award Amount 40,700,00   |
| Intachments  08 Year 5: Athletic Turf Mowing Service Line Type Quantity Idem Rovision Category Name 790,00  Business Relationship Supplier Site Response Status  |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spirind Authorized Active:   | Award Amount 40,700,00   |
| Utachments  06 Year 6: Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  Category Name 790,00  Business Helationship  Exponent Status  Response Status  Response Status  Response Status  |              | Start Price Ourrent Price WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized   | Award Amount 40,700,00   |
| Intechments  OS Year S. Athletic Turf Mowing Service  Line Type Quantity Item Revision Category Name 790,00  Suspens Helatiniship Suppler Site Sespons Status Boutlet Shalps Incel Pricing   |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included   | Avend Arnaud 40,700.00<br>Savings<br>Savings   |
| Intechments  OS Year S. Athletic Turf Mowing Service  Line Type Quantity Item Revision Category Name 790,00  Susness Helationaliss supplier Site Response Seaus Bourtlet Shatus Intel Pricing Response Photo Ret Price Swings  |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spirind Authorized Active:   | Avend Arnaud 40,700.00<br>Savings<br>Savings   |
| Attachments  06 Year 5. Athletic Turf Mowing Service Line Type Quantity Item Rovision Category Name 790,00  Susmess Relationability Supplier Site Response Scalus Inorthis Status Inorthis Status Inorthis Price Savings Intel Pri |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included   | Avsard Annuard 40,700.00<br>Savings<br>Savings   |
| Attachments  O6 Year 5. Athletic Turf Mowing Service  Line Type Quantity Item Revision Category Marie 790,00  Susiness Helstionidius supplier Site Response Status bourtiel Shalus Intel Pricing Prici |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included   | Avsard Annuard 40,700.00<br>Savings<br>Savings   |
| Attachments  OS Year S. Athletic Turf Mowing Service  Line Type Quantity  Item Revision  Category Name 790,00  Business Relationship  Business Site  Response Status  Bourlet Shalus  Jine Pricing  Response Price  Response P |              | Shart Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included   | Avend Arnaud 40,700.00<br>Savings<br>Savings   |
| Attachments  OS Year S. Athletic Turf Mowing Service  Line Type Quantity  Item Revision  Category Hame 790,00  Susness Melatiniship  Supplier Site  Response Status  Shortlet Shalus  Intel Pricing  Response Price  Savings Precent  Ward Decision  Ward Cumbby  Ward Amount  |              | Shart Price Oursert Prick  WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spend Authorized  Actore Included   | Avand Armunit 40,700.00  |
| Utachments  OB Year S. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  Category Hame 790,00  Justiness Relationship  Justiness Relationship  Justiness Status  Justiness Pricing  Response Status  Just Pricing  Response Proceed  Just Pricing  Response Proceed  Justiness Procee |              | Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Opend Authorized  Active Included  (1017)  | Avand Arnund 40,700.00 Sävings Sävings   |
| Utachments  OB Year S. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  Category Hame 790,00  Justiness Relationship  Justiness Relationship  Justiness Status  Justiness Pricing  Response Status  Just Pricing  Response Proceed  Just Pricing  Response Proceed  Justiness Procee |              | Start Price Ourrent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized  Active Included  1017:  | Avand Arnunif 40,700.00  |
| Attachments  Line Type Quantity British Line Type Quantity British Line Type Quantity British Line Recision Category Harne 790,00  Susaness Melatinuship Suppler Site Response Status Shoulfel Shalin Line Pricing Response Proceed Processors Proceed Ward Decision Ward Decision   | Target Value | Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Opend Authorized  Active Included  (1017)  | Avand Arnunif 40,700.00  |
| Utachments  O6 Year S. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision Category Harne 790,00  Susaness Relationships  Supplier Site Response Seaus  Rounded Shalis  Line Pricing  Response Price  Ind Price Savings  Individual  | Target Value | Start Proc Ourrent Prios  WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized  Active Included  1017/1  Ves: 400  Authorized  Authori | Avand Arnund 40,700.00 Savings Savings   |
| Intechments  Line Type Quantity Item Revision Category Marie 790,00  Success Metallurating Supplier Side Response Status Shorthet Status Shorthet Status Intel Pricing Response Price Resp | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included  1017/  Visc.  40,700,01  No.   | Avent Arrauct Savings Savings Savings Agreement Quantity   |
| Attachments  105 Year G. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  Category Harne 790,00  Support Site  Response Status  Shouthat Status  Shouthat Status  Line Pricing  Response From  Jord Price Swrings  Ind Write County From  Ward Decision   Ward Decision  Ward Decision  Ward Decision  Ward Decision  Ward | Target Value | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spiend Authorized Active Included  Visc 400  UGM Ten (s) Stat Price  Current (s) Stat Price  | Ayeard Arnaunt Savings Savings Savings Agreement Quantity Avera Arnaunt Agreement Avera Arnaunt  |
| Utachments  Line Type Quantity Item Revision Category Marie 790,00  Susiness Helstionedina Supplier Site Response Status Shorthet Shalus Intel Pricing Response Price Response Re | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response; 20046 Spend Authorized Active Included  1017/  Visc.  40,700,01  No.   | Augrocenteril Outantify Augroc |
| Attachments  105 Year G. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision  Category Harne 790,00  Support Site  Response Status  Shouthat Status  Shouthat Status  Line Pricing  Response From  Jord Price Swrings  Ind Write County From  Ward Decision   Ward Decision  Ward Decision  Ward Decision  Ward Decision  Ward | Target Value | WORLD SPORTS TURF AND MARKETING LLC Response: 20046 Spiend Authorized Active Included  Visc 400  UGM Ten (s) Stat Price  Current (s) Stat Price  | Ayenet Armunt Savings Savings  Agreement Quantity Augreement Quantity Augreement Augreem |
| Utachments  Line Type Quantity Item Revision Category Marie 790,00  Susiness Helstionedina Supplier Site Response Status Shorthet Shalus Intel Pricing Response Price Response Re | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized Active Included  Visco 400  UGM Ten (s) Start Price  WORLD SPORTS TURE AND MARKETING LLC  | Augrocentent Outantiey Augrocentent Outantie Au |
| Attachments  Line Type Quantity Line Type Quantity Line Type Quantity Item Revision Category Name 790,00  Support Site Resisions Status Shouthet Status Shouthet Status Line Pricing Response Price Line Pricing Response Response Line Type Quantity Line Resision Line Res | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spinot Authorized Active Included  Ves  4UI  Ves  4UI  Ves  Gund Ten (s) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046  | Augrocentent Outantiey Augrocentent Outantie Au |
| Utachments  Line Type Quantity Item Revision Line Type Quantity Item Revision Category Name 790,00  Susness Metationaliss Supplier Site Response Status Shorthet Shalus Line Pricing Response Price Response Line Type Quantity Item Response Line Type Response  | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spend Authorized Active Included  Visco 400  UGM Ten (s) Start Price  WORLD SPORTS TURE AND MARKETING LLC  | Augrocentent Outunes   |
| Utachments  Ob Year S. Athletic Turf Mowing Service  Line Type Quantity  Item  Item Revision Category Harne 790,00  Susaness Relationships  Supplier Site  Response Status  Rounded Shalin  Inter Price  Response Status  Rounded Shalin  Inter Price  Response Froce  Inter Price  Inter Inter  Inter Inter Inter  Inter Inter Inter  Inter Inter Inter Inter Inter  Inter Inter Inter Inter Inter Inter Inter  Inter  | Target Value | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spand Authorized Active Included  Ves: 400  UGM Ten (s) Start Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spand Authorized  | Augrocentent Outunes   |
| Attachments  Line Type Quantity Idem Revision Category Name 790,00  Susness Helationalisi Supplers Side Supplers Proce June Price Swings June Price Swings Percent Award Decision Ward Usarion Ward Usarion Supplers Side Side Side Side Side Side Side Side   | Target Value | WORLD SPORTS TURE AND MARKETING LLC Response: 20046 Spinot Authorized Active Included  Ves  4UI  Ves  4UI  Ves  Gund Ten (s) Start Price Current Price  WORLD SPORTS TURE AND MARKETING LLC Response: 20046  | Augrocentent Outunes   |

| Line Type Quantity Item Revision   |               | Start Price  Ourself Price                             | Agreement Quantity 50 Award Arrours 166,80 Savings |
|--|---------------|--|--|
| 110 Year 5: Clay Repair - Premier  |               |  |  |
| Attachments  | 1             | [No-   |  |
| Note to Striyer  |               |  |  |
| Aviand Cluantity<br>Aviand Amount  |               | 180000 8000<br>95,400.0                                | 0  |
| Ayard  | Ti            | YES  |  |
| Unt Price Savings Percent<br>Award Decision                                      |               |  | -  |
| Unit Price Savings   |               | 11   |  |
| Line Pricing<br>Response Pince   | 1             | 1 75   | 0  |
| Shortlist Status   |               | Included   |  |
| Supplier Site<br>Response Status   |               | Active   | 1  |
| Business Relationship<br>Summer Site   |               | Spend Authorized                                       | 4  |
|  | Target Value  | Response: 22046  |  |
| Careguly name 120,00   |               | WORLD SPORTS TURF AND MARKETING LLC                    | Sayında  |
| Item Revision<br>Category Name 790.00  |               | Quirent Price  | Savings<br>Savings                                 |
| Line Type Quantity (tem)   |               | UCM Square Foot (Feet) Start Price                     | Agreement Quantity 80<br>Award Amount 96,40        |
|  |               | Marin Commission Commission                            | Alexandra and a second                             |
| 109 Year 5: Clay Repair - Basic  | NA.           |  |  |
| Attachments  |               | No   |  |
| Award Amount<br>Note to Euger  | 1             | 630.4  | 4  |
| Award Quartity   |               | 10   | U  |
| Award Decision   | Till Control  | Yes  |  |
| Unit Price Savings Percent   | I (il         |  | 7  |
| Drit Price Savinos   | 1             | 53.0   | 1  |
| Line Pricing Response Price  | Ť.            | 1 200  | 6  |
| Shortlist Status   | 10            | Included   | 1  |
| Supplier Site<br>Responde Status   |               | Active   | +  |
| Business Relationship<br>Supplier Site   |               | Spend Authorized                                       | 4  |
|  | Target Value  | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22046 |  |
| Line Type <b>Quantity</b><br>Item<br>Imm Revision<br>Category Name <b>790.00</b> |               | UQM Ten (s) Start Price Current Price                  | Agrieriest Quantify Aviard Amount 53 Savings       |
| 108 Year 5: Approved Topsoil   |               |  |  |
| Attachments  |               | Na   |  |
| Note to Buyer  |               |  | 1  |
| Award Duantly<br>Award Amount  | +             | 5,819.3  | 3  |
| Award Deanbly  |               | Yes  |  |
| Award Decision   | -             |  |  |
| Unit Price Savings<br>Unit Price Savings Percert                                 | 1             |  | -  |
| Response Price   |               | 974.1  | <u> </u>   |
| Line Pricing   | 3             |  | 1  |
| Response Status<br>Shortlist Status  |               | Active<br>Included                                     | 1  |
| Supplier Site  |               |  |  |
| Busness Relationship   | - order among | Spend Authorized                                       |  |
|  | Target Value  | WORLD SPORTS TURF AND MARKETING ELC<br>Respanse: 22046 |  |
| Category Name 790.00   |               |  | Savings  |
| Item Frevisian   |               | Start Price<br>Current Price                           | Award Amount 8,819<br>Savings                      |
| Line Type Quantity   |               | E/QIM Ton (s)  | Agreement Quantity                                 |
| 107 Year 5: Sulfur Applied for PH Balance  | •             |  | 7.7  |
| Attachenes   |               | No   | 1  |
| Award Stroug<br>Note to Suyer  |               | 7,198.1  | 4  |
| Award Cuantity   | The second    | 1  | 4  |
| Award Decision<br>Award  | -             | Ve   | 4  |
| Unit Price Savings Percent Award Decision  | 1.51          |  | 1  |
|  |               |  |  |
| Unit Price Savings   |               |  |  |

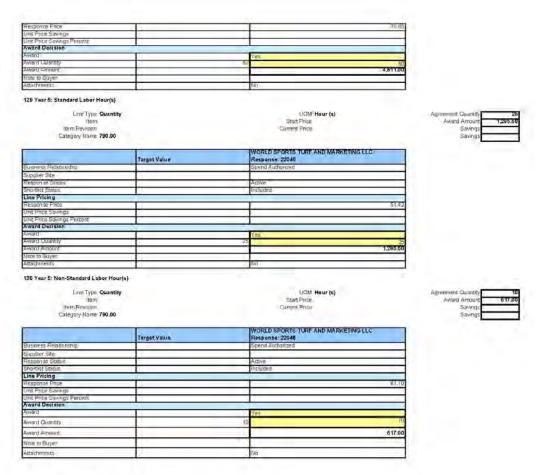
| poppers states   Active   Acti |  |   | WORLD SPORTS TURF AND MARKETING LLC  |
|--|--|---|--|
| print street processor and pro |  | Target Value  | Response; 22046  |
| Spring Status   Status   Probability   Proba |  |   | Spend Authorized   |
| Inter Statute Price Pric | phersite   |   |  |
| Price Severage Price  |  | 1 2 -   |  |
| sporter Price Sorring  Five Soving Prices  Fiv |  | i Ui  | Included   |
| Fine Savings Process  Triple Savings S | ie Pricing   | - P   |  |
| at Price Surveys Herotet  West Control Section  19 1 Year 5: See Regain: 1 to 6:569 sq. ft. of Bermuda Grass  Live Typer Countrity Billion Bil | sponse Pace  |   |  |
| Traget Value  Tr | # Price Savings Percent  |   |  |
| rated transfer to the property of the property | ward Decision  |   |  |
| Type 1 to 6,589 sq. ft. of Bermuda Grass  In Year 5: So de Repair: 1 to 6,589 sq. ft. of Bermuda Grass  Liver Type Clustrity Item Item Process  Liver Type Clustrity Item Item Sports Foot (Fast) Item Country Name 700,00  Target Value  WORLD SPORTS TURF AND MARKETING LLC Response; 2046  Sports And State  Repair State  Action  Repair State  Repair State |  | 100   | Yes  |
| des Detwees In Year 5: Sed Repair 1 to 6.589 sq. ft. of Bermuda Grass Liter Type Cuantity British Control of Cuantity British Canada Control of Cuantity Bri |  |   |  |
| 11 Year 5: Sed Repair 1 to 6.599 e.q. ft of Bermuda Grass Live Type Cushtify Item Remineration Letter Processor Custom Proce  Target Value  Ta | ward Amoon   | 1111  | 188,800,   |
| In Year C: Sed Repair I to 6.599 e.q. ft. of Bermuda Grass  Limit Type Quantity Liters Prince Liters |  |   |  |
| Line Type Quantity Item Tem Frence Tem Frenc | ttachments   | (3)   | No No  |
| Item Person Caspory Harne 790 60  Target Value  Target Value  WORLD SPORTS TURF AND MARKETING LLC Response; 2246 Sportal authorized Sportal author | 11 Year 5: Sod Repair: 1 to 6,589  | sq. ft. of Bermuda Grass                              |  |
| Target Value Sond Report Force  Target Value Resolution  Target Value Resolution  Target Value Resolution  Target Value Resolution  Sond Authorized Sond Authorized Sond Authorized Prize Sond Authorized Prize Sond Resolution  Total Value Resolutio | 1-2-2  | 310   | trans de la maria de la company  |
| Target Value  Target Value  Tourish Fried States And Marketing LLC Response; 22046  Sopral adminished  Sopral adminished  Friedge  Frieddes  Fried | Line Type Goan   | inty  | DOM Square Poot (Feet)   |
| Target Value Response 20049  Target Value Spend Authorized Spend |  |   | Current Price  |
| Target Value  Target Value  Response: 2046  Superned Status  Addree  Included  Response: 2046  Superned Status  Addree  Included  Response: 2046  Response: 20 |  | 10  | - married Lines  |
| Target Value Response 22046 springer Side sp |  |   |  |
| Target Value  Basenese Fetalgorahy  Spend authorated  Spend authorated  Spend authorated  Spend authorated  Spend authorated  Fetalgorahy  Basenese Status  Active  Includeds  I |  |   | WORLD SPORTS TURE AND MARKETING LLC  |
| Spend Authorized Department Presponse Status Active Personal Status Active Personal Status Includes Included Includes Includes Included Includes In |  | Target Value  | Response; 22048  |
| properties the properties of t | Susiness Relationship  |   |  |
| Pricting International Status Included  | uppi er Site   |   |  |
| thorist Status   Included  | Response Status  | 1001  |  |
| ine Pricing seponse Price not Price Savings Line Type Quantity lem lem Revision Current Price  Target Value Response; 2004 Square Foot (Feet) State Price Current Price  Dumines Relationship Square Revision Current Price  Square Revision Current Price  Target Value Response; 2004 Square Foot (Feet) State Price Current Price  Square Revision Current Price  Response; 2004 Square Foot (Feet) State Response; 2004 Square Foot (Feet) State Response; 2004 Square Foot (Feet) State Response; 2004 Square Foot (Feet) Square Revision Included Include | hortlist Status  |   | Included   |
| Target Value Square Foot (Feet)  Start Price Starting  WORLD Spring Turk AND MARKETING LLC  Response: 2006  Res |  |   |  |
| Interface Savings Percent yeard Oversion yeard Oversion yeard Oversion yeard Calculation that Calculation Target Value  Targ |  | 1121  | 3  |
| Ward Calabation  Ward Calabation  Ward Calabation  Ward Calabation  See to Buyer  Intermediate  Line Type Quantity  Item Reviews To Caregray Name 780.00  Target Value  Ward Calabation  Ward Cal | nt Frice Savings   |   |  |
| West Classifity West Partialized West Charlest  12 Year 5: Sod Repair: 6,900 to 19,799 sq. ft. of Bermude Grass  Line Type Quantity Item Item Revision Category Harne 790.00  Target Value  WORLD SPORTS TURF AND MARKETING LLC Response; 20046 Square Foot (Feet)  Author Emproes Status Included In Price Savings In P | ward Recision  |   |  |
| WORLD SPORTS TURE AND MARKETING LLC Response Proces  It Price Guantity  It Year 5: Sod Repair, 5,600 to 19,799 sq. ft. of Bermuda Grass  Line Type Guantity  Item Revisado  Target Value  WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Syaruh Aufrorand  Judies Sarung  Included  Reprice Sport Status  Included  Inc |  | 7   | Van  |
| WORLD SPORTS TURE AND MARKETING LLC Response Status Line Type Quantity term Revision Category Name 780.00  Target Value Response Status Included R |  |   | 2000   |
| Line Type Country (term (term Revision) (Caregray Name 780.00  Target Value  Target Va | Wiliana Draw   | 1   |  |
| Mac    |  |   |  |
| 12 Year 5: Sod Repair, 6,800 to 19,799 sq. ft. of Bermuda Grass  Line Type Quantity (term (term Revision) Cherquiry Home 780,00  Target Value  Response, 220.6  Response, 220.6  Response, 220.6  Response, 220.6  Response, 220.6  Response Status (included)  Response 20.46  Re | loce to Buyer  |   | 34   |
| target Value Response; 22046 supplier Site s | lore in Buyer<br>starchments<br>12 Year 5: Sod Repair, 6,800 to 18<br>Line Type Quan<br>item   |   | UOM Square Foot (Feet)<br>Smit Price   |
| Sound Authorized   Included   Includ   | Jose In Suyer Machinents 112 Year 5: Sod Repair: 6,800 to 18 Line Type Quan (term (term Revision)  | nticy   | UOM Square Foot (Feet)<br>Smit Price   |
| Included  Active Included  Active Included  Active Included  Active Included  Active Included  Active Included  Incl | ore to Buyer<br>tachments<br>12 Year 5: Sod Repair: 6,800 to 15<br>Line Type Quan<br>Item<br>(tem Revision   | no e  | UCM Square Foot (Feet) Shirt Price Current Price  [WORLD SPORTS TURE AND MARKETING LLC   |
| Personner Status   Addre   | Idea to Buyer Ideathments 12 Year 5: Sod Repair: 6,800 to 18 Line Type Quan Item Idean Revision Category Name: 790.0   | no e  | UOM Square Foot (Feet) Strict Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046  |
| Another Saturus Included Inclu | tote to Buyer discriments.  12 Year 5: Sod Repair: 6,800 to 18  Line Type Quan (tem Revision Caregory Name: 790.00   | no e  | UOM Square Foot (Feet) Strict Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046  |
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| Attachments  |                                      | No.  | 1  |
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|  | Charles Service State Service        |  |  |
| 14 Year 5: Celebration Bermuda Se  | odding: Including materials, turf er | radication, grading/topsoil and irrigation and turf application, etc. (1 to 6.5  | 99 sq. ft.   |
| Line Type: Quantit   | ny .                                 | UOM Square Foot (Feet)   | Agreement Quantity 200   |
| item   |                                      | Start Price  | Award Amount 54,200)   |
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| Caregory Name 790.00   |                                      |  | Savings  |
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|  | Target Value                         | Response: 22046  |  |
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| upplier Site   |                                      |  |  |
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| F Vanue Calabanian Bananda C   | dding - Instruction magnifula and in | radication, grading/topsoil and irrigation and turf application, etc. (6,600 to  | 40 700 91  |
| to rear o. Celebration Bermuda Sc  | soding. Including materials, turn en | radication, grading/topson and irrigation and turn application, see, (0,000 to   | 13,033 34. (C.)  |
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| Note (b Buyer<br>Attachments<br>116 Year S: Celebration Bermuda Sc   | odding: Including materials, turf er | No<br>radication, grading/topsoil and irrigation and turf application, etc. (19,800 s  |  |
| Attachments<br>116 Year 5: Celebration Bermuda So  |                                      | radication, grading/topsoil and irrigation and turf application, etc. (19,800)   |  |
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| Itschments  16 Year ©: Celebration Bermuda Se  Line Type Quantii Item Item Rovision Category Name 790,00  Justiness Helationedap Justines Site Festions Status Bourlind Status Inter Pricing Irreporter Pricing Irreporter Pricing   | v                                    | radication, grading/topsoll and irrigation and turf-application, etc. (18,800 of USM Square Foot (Feet) Start Price Ourtent Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized  Active:   | Agreement Oxarday 2000<br>Award Armunt 27,000<br>Savings Savings   |
| Itschments  18 Year ©: Celebration Bermuda Sc Line Type Quantit Item Exvision Category Name 790,00  Journess Helstonischip Juppler Site Booghet Status Boodhet Status Ince Pricing Fresporse Price Item Pricing Fresporse Price Item Pricing Fresporse Price Item Pricing | v                                    | radication, gradinghopsoil and irrigation and turf application, etc. (19,800 of UCM Square Foot (Feet) Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included  | Agreement Quartery Avand Armunt Savings Savings  |
| Itschments  18 Year ©: Celebration Bermuda Sc Line Type Quantit Item Roysean Category Name 790,00  Itusiness Helstininding Inspiriter Site Response Status Insulation Status I | v                                    | radication, gradinghopsoil and irrigation and turf application, etc. (19,800 of UCM Square Foot (Feet) Start Price Ourset Price  WORLD SPORTS TURE AND MARKETING LLC Response: 22046 Spend Authorized Active Included  | Agreement Oxarday 2000<br>Award Armunt 27,000<br>Savings Savings   |
| Itschments  18 Year ©: Celebration Bermuda Se  Line Type Quantii Idem Totvision Category Name 790,00  Journess Helstinischip Journess Stelle Journess Helstinischip Journess Stelle Journess Helstinischip Jou | v                                    | radication, grading/topsoil and irrigation and turf application, etc. (19,800 - U.O.M. Square Foot (Feet). Start Price.  WORLD SPORTS TURE AND MARKETING LLC. Response: 22046 Spend Authorized Active Included   | Agreement Oxarday 2000<br>Award Armunt 27,000<br>Savings Savings   |
| Itschments  18 Year ©: Celebration Bermuda Se  Line Type Quantil Item Revision Category Name 790,00  Journal of Helatoneship Japaner Site Response Status Bourlaid Status Bourlaid Status Bridge Princip Response Price Response Response Response Price Response Respon | v                                    | Addition, grading/topsoil and irrigation and turf application, etc. (19.800 of UOM Square Foot (Feet) Start Frice Ourset Frice  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Ouarday 2006 Award Arraust 27,000 Savings 5,544 gs   |
| Itachments  18 Year ©: Celebration Bermuda Se Line Type Quantit derm Idem Idem Idem Idem Idem Idem Idem Ide  | v                                    | radication, grading/topsoil and irrigation and turf application, etc. (19,800 - U.O.M. Square Foot (Feet). Start Price.  WORLD SPORTS TURE AND MARKETING LLC. Response: 22046 Spend Authorized Active Included   | Agreement Ouarday 2006 Award Arraust 27,000 Savings 5,544 gs   |
| Itachments  18 Year ©: Celebration Bermuda Se  Line Type Quantil Berm Itam Revision Category Name 790,00  Justiness Helatineday Justiness Status Beother Beother Beother Savings Brighter Beother Be | v                                    | Addition, grading/topsoil and irrigation and turf application, etc. (19.800 of UOM Square Foot (Feet) Start Frice Ourset Frice  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized Active Included   | Agreement Ouarday 2006 Award Arraust 27,000 Savings 5,544 gs   |
| tachments  IB Year C. Celebration Bermuda Sc  Line Type Quantit Item Item Revision Category Name 790,00  useness Relationschap uppder Site escores Status hould Status ne Pricing escores Phote tot Price Savings ne Prices and Price Savings ne Prices savings ne Price Savings ne Prices savings ne Prices savings sav | v                                    | WORLD SPORTS TURE AND MARKETING LLC Response: 2046 Opend Authorized Active: Included   | Agreement Ouarday 2006 Award Arraust 27,000 Savings 5,544 gs   |
| Itschments  18 Year C. Celebration Bermuda Se  Lie Type Quantit Item Item Revision Category Name 790,00  useness Heistenschap impaier Site Gesponse Status Northel Shalps InterPricing temponse Prices tot Price Savrings not  | v                                    | WORLD SPORTS TURE AND MARKETING LLC Response: 2046 Opend Authorized Active: Included   | Agreement Quarter 2000 Award Armure 27,000 Savings 5,94493   |
| Itschments  18 Year C. Celebration Bermuda Se  Lie Type Quantit Item Item Revision Category Name 790,00  Justiness Helatineship Jupitier Site Gesponse Status Booting Status Booting Status Interficing Gesponse Status Gesponse Proce Interficing Gesponse Status Gesponse Proce Interficing Gesponse Status Gesponse Gesponse Status Gesponse Gespo | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  1.32  Ves 2000  No   | Agreement Ouartely Award Armune Savings Savings  |
| Its chiments  18 Year 0: Celebration Bermuda Se  Line Type Quantit Item Excessor (Category Name 790,00  Items of the Common Category Name 790,00  Items of t | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Sept Authorized Active Included  Yes  Vies   | Agreement Oxaritay 2000 Avanta Armunt 27,000 Savings Savings Agreement Oxaritay  |
| Usechments  18 Year ©: Celebration Bermuda Se Line Type Quantit Item Excessor Category Name 190,00  Useress Helatininday Impaire Site Excessors Seture Incomparing From Impaire From Impaire Site Excessors Seture Impaire From Im | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  118  Ves Author  Vision Authorized Active Included  100  Vision Authorized Active Included  118  Vision Authorized Active Included  118  Vision Authorized Active Included Include | Agreement Oxantely Award Armunt Savings Savings  Agreement Oxantely Agreement Oxantely Agreement Oxantely Avard Amount 384   |
| Itachments  Line Type Quantil Item Rovision Category Name 190,00  Supplier Site Suppli | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Sept Authorized Active Included  Yes  Vies   | Agreement Oxaritay 2000 Avanta Armunt 27,000 Savings Savings Agreement Oxaritay  |
| Itachments  18 Year ©: Celebration Bermuda Se  Line Type Quantit Item Item Revision Category Name 790,00  Susaness Helatinarchip suppose Status Incorded Shatus Information Response Process Information Informati | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  Yes  View  | Agreement Oxartely Award Armunt Savings Savings  Agreement Oxartely Agreement Oxartely Agreement Oxartely Agreement Oxartely Agreement Oxartely Award Armunt Savings |
| Utachments  Line Type Quantil Item Revision Category Marine 790,00  Susiness Helatinischip Supplier Site Mempropris Schule Shortel Shalus Line Pricing Propris Photo Mempropris Schule Mempropris Schule Mempropris Schule Mempropris Schule Mempropris Photo Mempropris Memory Durantly Memory Durantly Memory Durantly Memory  | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  USM Square Foot (Feet)  Vess -2000  USM Square Foot (Feet)  It is a spend Authorized Active Included  USM Square Foot (Feet) Start Price  USM Square Foot (Feet) Start Price  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Ouaritaly Award Armunt Savings Savings  Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Award Armunt Savings               |
| Utachments  Life Type Quantil Item Item Revision Category Name 790,00  Support Status Support St | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Start Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  118  Ves 200 Start Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  118  Ves 200 Start Price  WORLD SPORTS TURE AND MARKETING LLC Response 22046 Response 22046   | Agreement Ouaritaly Award Armunt Savings Savings  Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Award Armunt Savings               |
| Itanchments  18 Year ©: Celebration Bermuda Security Countries Identification Ide | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  USM Square Foot (Feet)  Vess -2000  USM Square Foot (Feet)  It is a spend Authorized Active Included  USM Square Foot (Feet) Start Price  USM Square Foot (Feet) Start Price  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC  WORLD SPORTS TURE AND MARKETING LLC  | Agreement Ouaritaly Award Armunt Savings Savings  Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Award Armunt Savings               |
| Utachments  Life Year C: Celebration Bermuda Se  Life Type Quantil Item Item Revision Category Name 790,00  Susaness Relationship Support Site Response Status Shorted Shatus Line Pricing Response Proce- site Savings Ind Price Savings Independent Savings Inde | Target Value                         | Authorized Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Union Square Foot (Feet)  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  112  Viss 24000.00  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized   | Agreement Ouaritaly Award Armunt Savings Savings  Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Award Armunt Savings               |
| Utachments  Line Type Quantil Item Revision Category Marie 190,00  Susiness Hebbinschip Suppler Site Response Seaus Shorthet Shalus Intel Pricing Response Process Avand Decision Ward Decision Ward Decision Ward Line Friend Shalus Intel Pricing Response Process Intel Pricing Response Process Res | Target Value                         | WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Start Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  118  Ves 200 Start Price  WORLD SPORTS TURE AND MARKETING LLC Responses 22046 Spend Authorized Active Included  118  Ves 200 Start Price  WORLD SPORTS TURE AND MARKETING LLC Response 22046 Response 22046   | Agreement Ouaritaly Award Armunt Savings Savings  Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Agreement Ouaritaly Award Armunt Savings               |

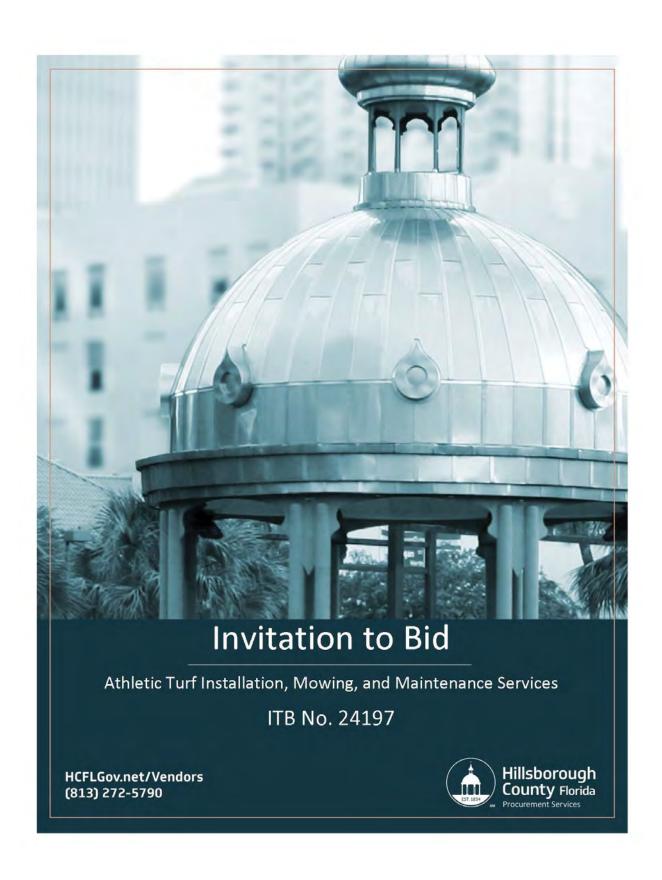
|  | -7           |   |   |
|--|--------------|---|---|
| Response Price   |              | -0.98   |   |
| Unit Price Savings<br>Unit Price Savings Percent   | -            |   |   |
| Award Decision   |              |   | 1   |
| Award  | -1           | Yes   |   |
| Award Cuantity   |              | 400   |   |
| Award Smount   |              | 384.00  |   |
| Note to Suyer<br>Attachments   |              |   |   |
| Attacrements   |              | No  |   |
| 118 Year 5: Laser Level Balifield (No<br>Line Type: Quantit<br>Item<br>Idem Revision<br>Category Name 790.00 |              | UOM Square Foot (Feet) Stot Price Current Price  WORLD SPORTS TURE AND MARKETING LLC: | Agreement Guantity Award Amount Sawings Savings |
|  | Target Value | Response: 22046   |   |
| Busness Relationship   |              | Spend Authorized  | 1   |
| Supplier Site  |              |   |   |
| Pelipin at Status  |              | Active  | l   |
| Shortlist Status   |              | Included  |   |
| Line Pricing<br>Response Price   |              | 0.13  |   |
| Unit Price Savings   |              | 0.13  | 1   |
| Unit Price Savings Percent   | 1            |   | 1   |
| Award Decision   | - 5          |   | 1   |
| Award  | 4 44         | Yes   |   |
| Award Duantity   | F            | 40000 <b>40000</b>  |   |
| Award Amount   |              | 5,200,00  |   |
| Note to Buyer<br>Attachments   |              | No  | 1   |
| Line Typi Quantie<br>Itam<br>Itam Rivisian<br>Category Name 790.00   |              | UGM Square Foot (Fest) Start Price Current Price                                      | Aviard Amount 9,200,0<br>Savings<br>Savings     |
|  | Target Value | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22048                                |   |
| Business Relationship  |              | Spend Authorized  |   |
| Simplier Sité<br>Response Status   |              | Adive   |   |
| Hesponat Status<br>Shortlist Status  | _            | Included  | 1   |
| Line Pricing   | - 5          |   | 1   |
| Response Price   |              | 0,23  |   |
| Unit Price Savings   | I Al         | 101   |   |
| Unit Price Savings Percent<br>Award Decision   |              |   |   |
| Award Decision   | To           | Vac   |   |
| Award Duantity   |              | 40000   | PI_   |
| Award Amount   |              | 9:200,00  |   |
| Note to Suyer  |              |   |   |
| Attachments  |              | No  | 1   |
| 120 Year 6: Rebuild Pitcher Mound Line Type Quantit Item Item Periosam Category Name 790.00                  | Sy.          | UGM Each<br>Stat Price<br>Current Price   | Agreement Quartry Avierd Amount Savings Savings |
| Business Helationship  | Target Value | WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized                  |   |
| Supplier Site  | - 1          | elicuo votuonico  |   |
| Pesponse Status  |              | Active  |   |
| Shortlist Status   |              | Included  |   |
| Line Pricing   | - 22         |   |   |
| Response Price   | 4.1          | 1,190,68  | ]   |
| Int Price Savings  |              |   |   |
| Unit Price Savings Percent<br>Award Decision   |              |   |   |
| Ayrard   | T.           | Yes   |   |
| Award Cluantity  |              | 10  | 9.0   |
| Award Amount   |              | 11,906.80   |   |
| Note to Suyer  | 40           |   |   |
| Attachenents   |              |   | 1   |
| Attatranency   | 4            | No  |   |

|  | 1 max n                          | WORLD SPORTS TURF AND MARKETING LLC  |   |
|--|----------------------------------|--|---|
| reine as Chilaterina   | Target Value                     | Response; 22046  |   |
| usiness Relationship   | -                                | Spend Authorized   |   |
| uppler Site<br>exponse Status  |                                  | Active   |   |
| norther Shams  |                                  | Included   |   |
| ine Pricing  | 0                                |  |   |
| Response Price<br>Int Price Savings  |                                  | 1,607,41   |   |
| Int Price Savings Percent  |                                  |  |   |
| ward Decision  |                                  |  |   |
| ward   |                                  | Yes  |   |
| ward Cuanhty   |                                  | 20 20  |   |
| ward Amount<br>ote to Buyer  | 140                              | 32,148.20  |   |
| trachments   |                                  | No   |   |
| 22 Year 5: Lip Repair (Minor) Line Type Quantity litem litem Revision Category Name 790.00   |                                  | NOM Each<br>Sout Price<br>Gurrent Price  | Agreement Quantity Award Arrount Savings Savings  |
|  | Target Value                     | WORLD SPORTS TURF AND MARKETING LLC<br>Response; 22046   |   |
| usiness Relationship   | 1448417444                       | Spend Authorized   |   |
| uppier Site  |                                  |  |   |
| esponse Status   |                                  | Adive  |   |
| hortlist Status  |                                  | Included   |   |
| ne Pricing   | 4                                | 1,385,51   |   |
| esponse Price<br>Int Price Savings   |                                  | 1,385 61   |   |
| nit Price Savings Percent  |                                  |  |   |
| ward Decision  |                                  |  |   |
| widd   | 4                                | 7 Vet  |   |
| ward Coaribly<br>ward Amount   |                                  | 475,653,00   |   |
| ote in Buyer   | _                                | 110,000,00   |   |
| ttachments   |                                  | No   |   |
| (tem Revision<br>Category Name 790.00  |                                  | Current Price  | Savings<br>Savings                                |
|  | Target Value                     | WORLD SPORTS TURF AND MARKETING LLC<br>Response: 22046   |   |
|  |                                  |  |   |
| usiness Relationship   |                                  | Spend Authorized   |   |
| upplier Site   |                                  | Sgijnd Authorizad  |   |
| upplier Site<br>esponse Status   |                                  | Spirid Authorized Active   |   |
| uppler Site<br>esponse Status<br>hortlist Status   |                                  | Sgijnd Authorizad  |   |
| uppler Site<br>exponse Status<br>northst Status<br>ine Pricing   |                                  | Squind Authorized  Active: Included:   |   |
| uppler Site espense Status nordist Status ne Pricing espense Price nt Price Savipos  |                                  | Spirid Authorized Active   |   |
| upplier Site espon se Status hordist Status ne Pricing esponse Price nt Price Sayings nt Price Sayings   |                                  | Squind Authorized Active: Included:  |   |
| upplier Side upplier Side upplier Side upplier Status ne Pricing upporter Price nt Price Savings nit Price Savings nit Price Savings ward Dealston   |                                  | Squind Authorized Active: Included:  |   |
| upplier Side enpones Shabus nordist Shabus ne Pricing expones Paro nt Price Price nt Price Savings ns Price Savings ns Price Savings Parcent ward Decision ward  |                                  | Squind Authorized Active: Included:  |   |
| uppler Site espon or Status northis status ne Pricing seponia Price nis Price Savings nis Price Savings ward Localism ward Localism ward Localism  |                                  | Squind Authorized Active: Included:  |   |
| upplier Site enjon ar Status northal Status ne Pricing. seporase Price, nt Price Savings nt Price Savings seporase Price nt Price Savings end Decision northal northal varial Quality varial Quality varial Quality varial Quality varial Quality  |                                  | Squird Authorized  Active includes  2,345 p.3  Yes  300  704,569,00  |   |
| upplier Site enjon ar Status northal Status ne Pricing. seporase Price, nt Price Savings nt Price Savings seporase Price nt Price Savings end Decision northal northal varial Quality varial Quality varial Quality varial Quality varial Quality  |                                  | Squind Authorized  Active Included  2,945.63  Yes 300  300   |   |
| applied Site septon as Statum northal Status ne Pricing septon as Pricing septon as Pricing nt Prices Savings nt Prices Savings ward Locality ward Locality ward Locality state of the United Status state of the United State sta | approved equivalent (50 pound ba | Squird Authorized  Active includes  2,345 p.3  Yes  300  704,569,00  | Agreement Quartility Awant Around Savings Savings |
| applied Site esponse Shahan northal Status ine Prichig teponse Prick teponse tep | approved equivalent (50 pound ba | Active included  Active included  2,346.63  Yes 300 703,569,00  No  Both Prop Current Price  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046  | Award Amount 27,7<br>Savings                      |
| upplied Site response States horfuld horfu |                                  | Squind Authorized  Active Included  2,345,63  Ves  300  703,589,00  No  UOM Bach Start Price  WORLD SPORTS TURF AND MARKETING LLC  | Award Amount 27,7<br>Savings                      |
| applied Site response Shahar northal Status ne Pricing teeporse te |                                  | Active included  Active included  2,345 p.3  300  703,569,00  No  UOM Bach Start Prior Ouriert Prior  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized  | Award Amount 27,7<br>Savings                      |
| upplar Ste response Status horful Status ne Pricita separate sep |                                  | Active Included  Active Included  2,345.63  Yes  300  300  703,869,00  No  BOM Each Start Proc  Current Proc  WORLD SPORTS TURF AND MARKETING LLC Response; 22045 Spend Authorized  Active   | Award Amount 27,7<br>Savings                      |
| applied Site response Shahim northal Status ne Pricing te pricing  |                                  | Active included  Active included  2,345 p.3  300  703,569,00  No  UOM Bach Start Prior Ouriert Prior  WORLD SPORTS TURF AND MARKETING LLC. Response: 22046 Spend Authorized  | Award Amount 27,7<br>Savings                      |
| applied Site response Station northit Statius ne Pfoliog ne Pfolio |                                  | Active Included  Active Included  2,345.63  Yes  300  300  703,869,00  No  BOM Each Start Proc  Current Proc  WORLD SPORTS TURF AND MARKETING LLC Response; 22045 Spend Authorized  Active   | Award Amount 27,7<br>Savings                      |
| uppled Site  session as Shahus  northal Satus  ne Pricing  seponde Pricus  nt Price Sarings  nt Price Sarings  services  services  services  services  services  Line Type Quantity  tern Revision  Category Name 700.00  uppler Site  exports Status  northis Satus   |                                  | Active included 2,545.63  Yes 300 3000  You see you all the process of the proces | Award Amount 27,7<br>Savings                      |
| upplied Site  septom se Status  northal Status  ne Pricing  septom se Status  ne Pricing  septom se Pricing  set price Savings  net Price Savings  net Price Savings  set price Savings  literal Savings  literal Savings  literal Savings  literal Savings  set price Savings  set price Savings  set price Savings  set price  set  |                                  | Active included 2,545.63  Yes 300 3000  You see you all the process of the proces | Award Amount 27,7<br>Savings                      |
| applied Site response Shahar northal Status ine Prichig, tesponse Prichig, tesponse Prichig, tesponse Prichig tesponse the Prichig tesponse the Prichig tesponse t |                                  | Active included  Active included  2,346.63  Yes 300  703,569,00  No  But Propr Current Price  WORLD SPORTS TURF AND MARKETING LLC Response: 22046 Spend Authorized  Active Included  Active Included   | Award Amount 27,7<br>Savings                      |
| Item Revision  |                                  | Active included 2,545.63  Yes 300 3000  You see you all the process of the proces | Award Amount 27,7<br>Savings                      |

| ttachments   | 1   | Nα   |  |
|--|---|--|--|
| 26 Year 5: Base Anchor Removal   | and Reinstallation Although Sold            |  |  |
| 20 Tear O. Dase Michor Nemoval   | and Reinstallation (Whole field)            |  |  |
| Line Type Quanti   | ity   | UOM Each   | Agreement Quantity 28  |
| item-  |   | Start Price  | Aviand Amount 4,589,63   |
| Item Revision  |   | Current Price  | Savings  |
| Caregory Name 790.00   |   |  | Savings  |
|  |   | [WORLD SPORTS TURF AND MARKETING LLC   |  |
| the same of the sa | Target Value                                | Response; 22046  |  |
| susiness Relationship  |   | Spend Authorized   |  |
| iupplier Site  |   |  |  |
| esponse Status<br>hordist Status   |   | Active<br>Included   |  |
| ne Pricing   |   | luchaed  |  |
| esponse Price  | E:  | -2299  | 10   |
| of Price Sayings   |   |  | 1  |
| nt Price Savings Percert   |   | _ 14   |  |
| ward Decision  |   |  |  |
| ward Cuantity  |   | Yes  |  |
| ward Arnount   |   | 4,589.   | 55   |
| ste to Buyer   | _   | 3,040,0  | 7  |
| tachments  |   | No   | -1   |
|  | ova Artica                                  |  | -  |
| 6 Year 5: Rough Grading under 1  | 1000 cubic yards                            |  |  |
| Line Type Quanti   | ity   | NOM Cubic Yard (s)   | Agreement Quartery 6   |
| llem   | 7   | Start Price  | Award Amount 4,870.8   |
| Item Revision  |   | Current Price  | Savings  |
| Category Name 790.00   |   |  | Savings  |
|  |   | THE PARTY OF THE P | -  |
|  | Target Value                                | WORLD SPORTS TURF AND MARKETING ELC<br>Response: 22046   |  |
| siness Relationship  | 120 000 7 200 0                             | Spend Authorized   | -  |
| ppier Site   |   | and the Committee of th |  |
| sponse Status  | -   | Active   | -  |
| orthst Status  |   | Included   | 1  |
| ne Pricing   |   |  |  |
| spense Price   | 14.4  | HJ.  | 18   |
| nit Price Savings  | 101   |  | <u> </u>   |
| re Price Savings Percent<br>ward Decision  |   |  | 4  |
| Ward   | - i   | Visio  |  |
| ward Charlety  |   | 60   | 811  |
| Wand Amount  | 1111  | 4,870.8  | 70   |
| ate to Buyer   |   | 1.   |  |
| tachments  |   | No   |  |
|  |   |  |  |
| 77 Yane 5: Daugh Gending: 1000 t   | n 10 000 authir wards                       |  |  |
| 27 Year 5: Rough Grading: 1,000 t  | to 10,000 cubic yards                       |  |  |
| 27 Year 5: Rough Grading: 1,000 t  |   | UOM Cubic Yard (s)   | Agreement Quarter  |
| Line Type Quanti   |   | Sitart Price   | Award Amount 4,806,0   |
| Line Type Quanti<br>Illem<br>Item Revision   | ioy   | (JOM Cubic Yard (s)<br>Start Price<br>Ourent Price   | Aviant Amount 4,806,01<br>Savings  |
| Line Type Quanti   | ioy   | Sitart Price   | Award Amount 4,806,0   |
| Line Type Quanti<br>Ilem<br>Item Revision  | ioy   | Sited Price<br>Current Price   | Aviant Amount 4,806,0<br>Savings   |
| Line Type Quanti<br>Item<br>Item Revision  | ioy   | Start Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Response; 22046  | Aviant Amount 4,806,0<br>Savings   |
| Line Type Quanti<br>Item<br>Item Rovision<br>Category Name 790,00<br>usaness Rebitionship  | ity   | Start Price Ourent Price  [WORLD SPORTS TURE AND MARKETING LLC   | Aviant Amount 4,806,0<br>Savings   |
| LineType Quanti<br>Item Revision<br>Category Mane 790,00<br>usaness Relationship<br>profess are  | ity   | Start Price Ourent Price  WORLD SPORTS TURE AND MARKETING LLC Respense: 22046 Epend Authorized   | Aviant Amount 4,806,0<br>Savings   |
| Line Type Quanti Identi Identi Identi Identi Tovision Category Marie 790,00 Issuess Helatinischip Impater Site Issuess Status  | ity   | Start Price Current Price WORLD SPORTS TURE AND MARKETING LLC Response; 22046 Spand Authorized Active:   | Aviant Amount 4,806,0  |
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# 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 <u>not</u> be considered.

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

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#### 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.

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- 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;
    - 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;

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- 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 matter 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?nodeld=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 Contactor 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.

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- 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.

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- 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 fortyeight (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

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- 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

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#### 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 ever 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 Contactor 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.

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# 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/440/636407511 504030000.
- 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;

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- 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-spouting before Rototilling or material removal can begin. If re-spouting 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 Contactor 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.

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- 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

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- 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

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- 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

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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 contactor. 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.

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- 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;
  - 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:

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• 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: <a href="https://www.aphis.usda.gov/plant-health/plant-pest-info/weeds/down-loads/weedlist.pdf">https://www.aphis.usda.gov/plant-health/plant-pest-info/weeds/down-loads/weedlist.pdf</a>
- 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.

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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, <a href="https://duraedge.com/wp-content/uploads/2019/01/SELL-SHEET\_2018-DuraEdge.pdf">https://duraedge.com/wp-content/uploads/2019/01/SELL-SHEET\_2018-DuraEdge.pdf</a>
- 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.

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- 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.

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- 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.

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#### 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.

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- 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.

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- 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:

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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,

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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

"<u>Bidder</u>" or "<u>Proposer</u>" 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

"<u>Change Order</u>" 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.

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#### 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

"<u>Designee</u>" 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

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"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)

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"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

"<u>Project</u>" 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

"<u>Project Manager</u>" 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)

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"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

"<u>Subcontractor</u>" 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

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"<u>Unilateral Change Order</u>" 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 Contracted 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-responsible 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.

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# 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,

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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

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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:

 $\underline{www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents}$ 

### 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.

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#### 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.

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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

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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.

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- 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

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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

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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.

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- 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  $\,\,$  of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section  $\,\,$
- 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.

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- 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

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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.

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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 it 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

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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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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

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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.

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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 <u>County's Representatives</u>: 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 <u>Rejecting Defective Work</u>: 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

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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.

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# 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
- · Fraze 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



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 und  | er 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                             |  |  |  |  |  |  |

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## 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.
- 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 OFFICAL | PRINT NAME     |  |
|---------------------------------|----------------|--|
| ( fully                         | Roberto Gomide |  |
| TITLE OF OFFICIAL               | DATE:          |  |
| CEO and Founder                 | 05/03/2023     |  |

| World | Sports | Turf & | Marketing, | LLC |  |
|-------|--------|--------|------------|-----|--|
|-------|--------|--------|------------|-----|--|

#### AFFIRMATIVE ACTION POLICY STATEMENT

| World Sports Tur           | f & Marke  |
|----------------------------|--|
| It is the policy of        | 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.

Roberto Gomide

05/04/23

Chref Executive Officer

Printed Name

Date

| World Sports Turf & Marketing, LLC |  |
|------------------------------------|--|
|                                    |  |

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

World Sports Turf & Marks 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 & Marke 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 & Marke is responsible for coordinating the day-today 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.

Roberto Gomide 05/04/23
ief Executive Officer Printed Name Date

# AFFIRMATIVE ACTION PLAN SELF-ANALYSIS

After studying the Workforce Analysis and reviewing the current distribution by category of World Sports Turf & Marking personnel, the following percentages were calculated, based on a total full-time workforce of  $\underline{12}$  persons:

The abbreviations used are as follows:

White (WHT), Black (BLK), Hispanic (HISP), Asian/Pacific Islander, (API) American Indian (AI)

|                           | MALES |     |      |     |    | FEMALES |     |      | ES FEMALES TOTALS |    |        |
|---------------------------|-------|-----|------|-----|----|---------|-----|------|-------------------|----|--------|
|                           | WHT   | BLK | HISP | API | AI | WHT     | BLK | HISP | API               | Al | TOTALS |
| 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     |

# 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         | _        | î      |
| Craftsman (Skilled)       | No       |        |
| Operatives (Semi-Skilled) | NO       | NO     |
| Laborers (Unskilled)      | -        |        |
| Services Workers          | -        | -      |

# AFFIRMATIVE ACTION PLAN **GOALS**

World Sports Turf & Marki 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):

|                           | Tar       | get       | Tar        | Target<br>Date |          |
|---------------------------|-----------|-----------|------------|----------------|----------|
|                           | Number of | New Hires | Percent of |                |          |
|                           | MINORITY  | FEMALE    | MINORITY   | FEMALE         | MM/DD/YY |
| Officials & Managers      |           |           |            |                |          |
| Professionals             |           |           |            |                |          |
| Technicians               |           |           |            |                |          |
| Sales Workers             |           |           |            |                |          |
| Office & Clerical         |           |           |            |                |          |
| Craftsman (Skilled)       |           |           |            |                |          |
| Operatives (Semi-Skilled) |           |           |            |                |          |
| Laborers (Unskilled)      |           |           |            |                |          |
| Services Workers          |           |           |            |                |          |

# AFFIRMATIVE ACTION PLAN CORRECTIVE ACTIONS

- 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;
- World Sports Turf & Marke will advertise position vacancies in local area newspapers. All such advertisements will state that World Sports Turf & Marke is an Equal Opportunity Employer;
- World Sports Turf & Mark(will reaffirm with all executive search firms and employment agencies that it is an Equal Opportunity Employer;
- 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;
- Department managers will be made aware of the problem areas identified in the firm's selfanalysis and the Equal Employment Opportunity policy will be reaffirmed to them;
- An Applicant Flow Log will be maintained to aid in the analysis of our recruiting efforts and procedures;
- 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;
- 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 & Markt to ensure equal opportunity to all.

# AFFIRMATIVE ACTION PLAN COMPLAINT PROCEDURE

Any applicant or employee of <u>World Sports Turf & Mark</u>, 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 <u>World Sports Turf & Mark</u> through their supervisor, or through the EEO Coordinator, <u>Roberto Gomide - CEO</u>. 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;
- 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;
- Appropriate corrective action will be taken in all instances where the complaint has basis.

| Chief Executive Officer | Printed Name   | Date     |
|-------------------------|----------------|----------|
|                         | Roberto Gomide | 05/04/23 |
|                         |                |          |

| 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 FRA

It is the policy of World Sports Turf & Marke 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 & Marke is dedicated to take affirmative action to employ and advance in employment qualified handicapped persons, disabled veterans, and veterans of the Vietnam Fra

World Sports Turf & Marks 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.

| XMM.                    | Roberto Gomide | 05/04/23 |
|-------------------------|----------------|----------|
| chief Executive Officer | Printed Name   | Date     |

| World | Sports | Turf & | Marketing, | LLC |
|-------|--------|--------|------------|-----|
|-------|--------|--------|------------|-----|

# PLAN TO PROVIDE DM/DWBE(s) WITH PROCUREMENT OPPORTUNITIES

1 Sports Turf & Marketing, 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.

Roberto Gomide 05/04/23 **Printed Name** Date

# 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                        | REELMOWER  | 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                     | DUMPTRAILER  | 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 WEEL                                    | 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 TS52                   | 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 |

## Substitute W-9

| Request for Taxpayer Identification Number (TIN) And Certification   |   |              |  |  |  |  |  |
|--|---|--------------|--|--|--|--|--|
| PART I – PERSONAL or BUSINESS INFORMATION  |   |              |  |  |  |  |  |
|  | 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.   |              |  |  |  |  |  |
|  | ☐ Individual/Sole Proprietor ☐ Partnership ☐ Corporation ☐ Non-profit 501(c) ☐ ☐  | Associations | Estate or Trust  |  |  |  |  |
|  | Government Entity (Exempt under section 501(a))   |              |  |  |  |  |  |
| ≧  | LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from  | below)       |  |  |  |  |  |
| ed i   | [ ] Disregarded entity [X] Partnership [ ] Corporation  |              |  |  |  |  |  |
| Please write legibly   | line 2  |              |  |  |  |  |  |
| e ×  | 4-WITHHOLDING (Optional) Already subject to backup withholding Exempt from  | backup witl  | hholding   |  |  |  |  |
| ass  | 5-PROTECTED STATUS – Florida Statute 119.071(4)(d)  |              |  |  |  |  |  |
| <del>~</del>   |   | s as defined | by Florida Statute   |  |  |  |  |
|  | 119.071(4)(d)?  |              |  |  |  |  |  |
|  | 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   |              |  |  |  |  |  |
| PA   | RT II – TAXPAYER IDENTIFICATION NUMBER (TIN)  |              |  |  |  |  |  |
| Ent  | ter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backu  | ıp withholdi | ng. For individuals, this  |  |  |  |  |
| -  | our social security number (SSN). For other entities, it is your employee identification number (EIN).  |              |  |  |  |  |  |
| SSN  | TIN / EIN 20-280-8574   |              |  |  |  |  |  |
| PA   | RT III - CERTIFICATION  |              |  |  |  |  |  |
| Un   | der penalties of perjury, I certify that:   |              |  |  |  |  |  |
| 1  | 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, and  |              |  |  |  |  |  |
| 2  | I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have n  |              | Control of the second s |  |  |  |  |
|  | Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and |              |  |  |  |  |  |
| 3  |   |              |  |  |  |  |  |
| 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  | 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:

- · 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 Statu | te 287.087 hereby certifies that |
|---|----------------------------------|
| World Sports Turf & Marketing, LLC                      | does:                            |
| (Name of Business)                                      |                                  |

- 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.
- 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.
- 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

Date

05/03/2022

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.
- For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
- 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 4<sup>th</sup> of July Labor Day

Thanksgiving Day and the day after Thanksgiving

Christmas Day and one additional day as designated by County Manager

# 2. WORK AUTHORIZATION.

Veteran's Day

- 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. <u>SCHEDULING OF WO</u>RK

- 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 26<sup>TH</sup>, 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.

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 |
| Line item 23 – Rough Grading                             |                   |
| Includes Labor, Service, Mobilization.                   | \$ 74 / cy        |
|  |                   |
| 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

#### BIOS

#### 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, <a href="mailto:sanzc@hillsboroughcounty.org">sanzc@hillsboroughcounty.org</a>. (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, <a href="mailto:sgb375@yahoo.com">sgb375@yahoo.com</a>. (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, <u>Eduardo.rigotto@allianzparque.com.br</u></u>. 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, <a href="mailto:patrimonio@santosfc.com.br">patrimonio@santosfc.com.br</a>. 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 my 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.

## 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.

<u>Technology/Professional Liability</u>: 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:

#### 1 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.

|        |                      |                        | agree to this Notice to Proceed and have executed it _, for the purposes stated herein. |
|--------|----------------------|------------------------|---|
| CONTRA | ACTOR                |                        | ALACHUA COUNTY, FLORIDA   |
| By:    |                      |                        | By:   |
|        |                      |                        | Alachua County  |
| Date:  |                      |                        | Date:   |
| Title: | Print Name and Title |                        |   |
| ARCHIT | ECT/ENGINEER/COU     | NTY (as a <sub>l</sub> | oplicable)  |
| 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:  |
| 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."  |
| 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.  (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 \$ |
| Contractor:   |
| By:   |
|   |
| Date:   |
| Witnesses   |
| [Corporate Seal]  |
| STATE OF COUNTY OF  |
| Sworn to (or affirmed) and subscribed before me by means of $\square$ physical presence or $\square$ 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. <u>Term</u>. 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. <u>Addendum</u>. 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 134<sup>th</sup> 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. <u>Insurance</u>: 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. <u>County Property</u>: 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 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. <u>Public Records:</u> 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.

CONTRACTOR HAS **OUESTIONS** REGARDING IF THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S **PUBLIC** RECORDS **CUSTODIAN** AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> 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. <u>Venue</u>. 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. <u>Notice</u>. 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
Mooresville, NC 28117

j.stalford@tencategrasss.com

To County:

Alachua County Parks and Open Spaces Attn: Director 210 SE 134<sup>th</sup> 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. <u>Termination for Default</u>. 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 ore 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. <u>Termination for Convenience</u>. 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. <u>Amendment and Assignment</u>. 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.

# I certify that Lance Rosenberger, SVP of Construction Services, appeared before me the 26th day of July, 2024 to sign and acknowledge that he inhalthorized to execute contracts on behalf of GeoSurfaces. Name of principal Lance Rosenberger Notary Public: Notary Public printed name: Anne S. Gill My Commission Expires My Commission Expires ONTRACTOR By: 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:                              |
|---|----------------------------------|
|   | Date:                            |
| ATTEST                                  | Approved as to form:             |
| J.K. "Jess" Irby, Esq., Clerk<br>(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'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;
- that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
- 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.
- 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.
- 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.

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Permanent Assignment of TIPS Contract Rev.0218-2021SR

The Interlocal Purchasing System (TIPS)

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.

| Printed Name of Authorized Signatory: David Fitts                               |
|---|
| Signature: Land, Wayne Fitta  |
| Title: Executive Director   |
| Address: 4845 US Highway 271 North  |
| City, State Pittsburg, TX   |
| Zip: 75686 Date: 5.10.23  |
| Printed Name of Authorized Signatory: Angela LeBlanc Signature: Project Manager |
| Address: 6326 Highland Road   |
| City, State Baton Rouge, LA   |
| Zip: 7080805.10.2023  |
| Name of Assignee Company: GeoSurfaces Inc                                       |
| Printed Name of Authorized Signatory: Angela LeBlanc                            |
| Signature: Wild Signature:  |

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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:

- 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.
- 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.
- 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/230201 TIPS Request for Proposal RFP Part 1.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

## 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

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Permanent Assignment of TIPS Contract Rev.0218-2021SR 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." Page 5 of 5

#### 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.

- 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.
- 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.
  - 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 addends 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.
- 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 <a href="mailtips-usa.com">https-usa.com</a> 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 ENDEMNIFY, 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: (f) 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 froperty 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 hamless 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 statue 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 <a href="https://lips.gutos.com">https://lips.gutos.com</a>. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at <a href="marketing@rips-usa.com">marketing@rips-usa.com</a>, 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 Page 9

## 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 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 Dourd Wagne Fitte TIPS Authorized Signature: TIPS Vendor Agreement Signature Form Page 1



# 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 issue

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

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JE 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

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#### GeoSurfaces Information

Address: 6326 Highland Road

Baton Rouge, LA 70808

Phone: (877) 663-5968 Fax: (225) 208-0243

(225) 208-0243 (877) 663-5968

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

a.leblanc@geosurfaces.com

Signature

Email

Submitted at 3/15/2023 09:10:58 AM (CT)

#### 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 lonWave 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.

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Vendor GeoSurfaces

#### 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 lonWave 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**

location.

No

| 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? |  |  |  |
|---|--|--|--|--|
|   |  |  |  |  |
|   | 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"  |  |  |  |

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#### 3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

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.

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.

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".

#### 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.

Angela LeBlanc

#### 7 Primary Contact Title

Primary Contact Title

Vice President of Operations

#### 8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

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.

8776635968

#### 1 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).

2252080243

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Vendor GeoSuriaces

#### 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).

2253160681

#### 1 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Rachel Holden

#### 1 Secondary Contact Title

Secondary Contact Title

Project Manager and Assistant Cost Estimator

#### 1 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

r.holden@geosurfaces.com

#### 1 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.

8776635968

#### 1 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).

2252080243

#### 1 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).

9032801944

#### 1 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.

Sarah Carrier

#### 1 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

ap@geosurfaces.com

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#### 2 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).

8776635968

#### 2 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.

Angela LeBlanc

#### 2 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

a.leblanc@geosurfaces.com

#### 2 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).

8776635968

#### 2 Company Website

Company Website (Format - www.company.com)

www.geosurfaces.com

#### 2 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.

GeoSurfaces Global Synthetics Environmental LLC

#### 2 Primary Address

**Primary Address** 

7080 St. Gabriel Ave

#### 2 Primary Address City

Primary Address City

St. Gabriel

#### 2 Primary Address State

Primary Address State (2 Digit Abbreviation)

LA

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| 2 9 | Primary Address Zip   |
|-----|---|
| 9   | Primary Address Zip   |
|     | 70776   |
| 3 0 | Search Words Identifying Vendor  Please list all search words and phrases to be included in the TIPS database related to your entity. <i>Do not</i> 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.  GeoGreen, GeoFlo+, GeoFlo, GeoBase, SBR Rubber, Silica Sand, GeoGreen PEN, GeoGreen Blend, IronTurf, Allegert XB. Allegert VB. All |
|     | 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  |
| 3   | Certification of Vendor Residency (Required by the State of Texas)  |
| 1   | Does Vendor's parent company or majority owner:   |
|     | (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?   |
|     | 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.   |
|     | No .  |
| 3 2 | Vendor's Principal Place of Business (City)   |
| 2   | In what city is Vendor's principal place of business located?   |
|     | Saint Gabriel   |
| 3   | Vendor's Principal Place of Business (State)  |
|     | In what state is Vendor's principal place of business located?  |
|     | Louisiana   |
| 3 4 | Vendor's Years in Business  How many years has the business submitting this proposal been operating in its current capacity and field of work?  22  |
| -   | To also also Bounds - Butto Time Automated  |
| 35  | Certification Regarding Entire TIPS Agreement  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.  Does Vendor agree?   |
|     | Yes   |

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## 3 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?

10%

3

#### 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?

Yes

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| 38  | In add<br>additio   | ne and Additional Discounts ition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer nal, greater, or volume discounts to TIPS Members? s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.   |  |  |  |
|-----|---|---|--|--|--|
| 3 9 | "Cata   | log Pricing" and Pricing Requirements   |  |  |  |
| 9   | This i  | s a requirement of the TIPS Contract and is non-negotiable.   |  |  |  |
|     | In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: |   |  |  |  |
|     |   | hen available list of goods or services, in the most current listing regardless of date, that takes the form of a<br>g, price list, price schedule, shelf-price or other viewable format that:  |  |  |  |
|     | A.  | is regularly maintained by the manufacturer or Vendor of an item; and   |  |  |  |
|     | В.  | 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.   |  |  |  |
|     | then c  | rded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, thei<br>urrent "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up<br>d of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. |  |  |  |

YES

#### EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

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.

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.

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?

Yes

#### TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

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:

- (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;
- (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.

#### TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

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.

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.

#### TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

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.

#### Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 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:

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#### Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (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;
- (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;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust
- (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.

#### 4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

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.

By submission of this proposal, Vendor acknowledges this law and if Vendor enters into a construction contract with a Texas TIPS Member under this procurement, Vendor certifies compliance.

#### Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

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.

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.

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.

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#### Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

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).

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.

✓ Yes, I certify (Yes)

#### Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

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."

Does Vendor agree?

✓ Yes, I Agree (Yes)

#### 5 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

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.

Does Vendor agree?

Yes

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#### 5 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

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.

Does Vendor agree?

Yes, Vendor agrees (Yes)

#### 5 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

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.

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.

Does Vendor agree?

Yes, Vendor agrees (Yes)

#### 5 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

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.

Does Vendor certify?

Yes

#### 5 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

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.

When applicable, does Vendor certify?

Yes

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## 5 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

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.

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.

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.

| When applicable | does | Vendor | certify? |
|-----------------|------|--------|----------|
|-----------------|------|--------|----------|

Yes

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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."

| NA /  | E COMPACTOR | 42/2/20 | 111    | CANCEL OF |
|-------|-------------|---------|--------|-----------|
| vvnen | applicable  | , does  | vendor | centry?   |

Yes

#### 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 appl | licable, de | oes Vend | for certify? |
|-----------|-------------|----------|--------------|
|-----------|-------------|----------|--------------|

Yes

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#### 5 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

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.

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.

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.

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).

When applicable, does Vendor certify?

Yes

#### 5 Felony Conviction Notice - Texas Education Code 44.034

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."

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."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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#### 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).

No response

#### 6 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?

Yes

#### 6 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?

Not Applicable

#### 6 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.

#### Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will 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.

Yes

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#### 6 Regulatory Good Standing Certification - Explanation - Continued

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.

No response

## Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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## Suspension or Debarment Certification Read the instructions in the attribute above a

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?

Yes

#### 6 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?

None

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#### Certification Regarding "Choice of Law" Terms with TIPS Members 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. 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. Does Vendor agree? Yes Certification Regarding "Venue" Terms with TIPS Members 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

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.

Does Vendor agree?

unenforceable.

Yes

Certification Regarding "Automatic Renewal" Terms with TIPS Members

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.

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.

Does Vendor agree?

Yes

#### Certification Regarding "Indemnity" Terms with TIPS Members

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.

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.

Does Vendor agree?

Yes

#### 7 Certification Regarding "Arbitration" Terms with TIPS Members

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.

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.

Does Vendor agree?

Yes

#### 7 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

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.

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. 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.

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.

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#### 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds This certification is not required by federal law. However, TIPS Members are public entities and qualifying nonprofits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) Accepting such funds often requires additional required certifications and responsibilities for Vendor. 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. 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? Yes 2 CFR Part 200 or Federal Provision - Contracts 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. 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. Does vendor agree? Yes 2 CFR Part 200 or Federal Provision - Termination 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) 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

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the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

#### 2 CFR Part 200 or Federal Provision - Clean Air Act

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).

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.

Does vendor agree?

Yes

#### 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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.

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 Arti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

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#### 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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.

#### The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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.
- (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.
- (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.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

#### 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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.

#### 2 CFR Part 200 or Federal Provision - Federal Rule

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)

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).

Does vendor certify compliance?

Yes

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#### 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

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.

Does vendor certify that it is in compliance with these provisions?

Yes

#### 2 CFR Part 200 or Federal Provision - Rights to Inventions

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.

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.

Does vendor certify?

Yes

#### 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

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 stag 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.

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,

"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.

"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.

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).

Does Vendor Certify?

Ves

#### 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications 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. 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. Does vendor certify? Yes 2 CFR Part 200 or Federal Provision - Contract Cost & Price 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. Does Vendor certify? Yes 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity 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. Pursuant to the above, when federal funds are experided by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

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Does Vendor Certify?

#### 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

#### 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 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

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| 9 3 | 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy 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 (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.  Does Vendor certify?  Yes |
|-----|--|
| 9 4 | 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations  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.  Does Vendor certify?  Yes  |
| 9 5 | 2 CFR Part 200 or Federal Provision - Record Retention Requirements  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.  Does Vendor certify?  Yes   |
| 96  | 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.  Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?  If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.   |

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# 9 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.

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.

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.

- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (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
- (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.

Does Vendor certify?

No response

#### ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

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.

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.

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TIPS 230203 Sports, GeoSurfaces Activity Equipment, and Global Synthetics Related Services Environmental LLC 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 nonprofit 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<br>Phone |
|-----------------------------|-------------------------------------|-----------------------------------|------------------------|
| Example: ABC University     | Director John Doe                   | idoe@abcuniverisity.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        | isanders@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@hsdlions.org            | 870-853-9851           |
|                             |                                     |                                   |                        |
|                             |                                     |                                   |                        |

## TIPS CONTRACT 230203

## REQUIRED CONFIDENTIALITY CLAIM FORM

 $(V\!ENDOR\,MU\!ST\,COMPLETE\,THE\,FOLLOWING\,V\!ENDOR\,INFORMATION)$ 

| Vendor Authorized Signatory Name: Angela LeBlanc   |  |   |
|--|--|---|
| Vendor Authorized Signatory Title: Vice President of C   | Operations   |   |
| Vendor Authorized Signatory Email: a.leblanc@geosur  | rfaces.com   |   |
| Vendor Address: 7080 St. Gabriel Ave Suite A   | 1  |   |
| City: St. Gabriel  | State: LA  | Zip Code: 70776   |
| Vendor agrees that it is voluntarily providing its data (including but r proposal, Vendor pricing submitted or provided to TTPS, TTPS cor Vendor's contact information. Vendor's brochures and commercifications, and any other Vendor information or documentation. Data") to TTPS. Vendor understands and agrees that TTPS is a gov limited to Texas Government Code (TGC) Chapter 552. Vendor ag submission of a proposal constitutes Vendor's consent to the discinctuding any information deemed confidential or proprietary herei  | ntract documents, TIPS correspondenceial information, Vendor's I submitted to TIPS by Vendor and remment entity subject to public ingress that regardless of confidential closure and release of Vendor's D  | dence, Vendor logos and images,<br>inancial information, Vendor's<br>its agents) (Hereinafter, "Vendor<br>iformation laws including but no<br>lity designations herein, Vendor's  |
| Notwithstanding the foregoing permissible release to TIPS Membotherwise confidential and not subject to public disclosure pursuant 552. Vendor must properly execute <i>Option 1 only</i> below, attack confidential, and upload the consolidated documentation. Regardl uploaded to the "Response Attachments" section of the eBid Syste submission of this form is the sole indicator of whether Vendor correquest, a Public Information Request, or subpoena. If TIPS receive by you through proper execution of Option 1 of this form will be a through proper execution of Option 1 of this form, TIPS will foll documentation and shall not be liable for any release of information | to public information laws, including to this PDF all documents and less of the Option selected below, em entitled "Required Confidential onsiders any Vendor Data confideres a request, any responsive document of the procedures of controlling states." | ng but not limited to TGC Chapter information that Vendor deems this form must be completed and lity Claim Form." Execution and atial in the event TIPS receives a tentation not deemed confidential ation deemed confidential by you ute(s) regarding withholding that |
| (VENDOR MUST COMPLETE ONE OF THE TWO   | OPTIONS AND UPLOAD IN TH   | E EBID SYSTEM)  |
| OPTION 1 – DESIGNATING CONFIDENTIAL<br>MATERIALS – YES, VENDOR HAS ATTACHED<br>CONFIDENTIAL MATERIALS  | OPTION 2 – WAIVER OF<br>VENDOR HAS NOT ATTA<br>MATERIALS   | CONFIDENTIALITY – NO,<br>CHED CONFIDENTIAL  |
| (Confirm each bullet point and sign below)   | (Confirm each bullet point an  | d sign below)   |
| <ul> <li>Vendor claims some Vendor Data confidential to the extent<br/>permitted by TGC Chapter 552 and other applicable law.</li> </ul>   | confidentiality claim for all \  | w, Vendor expressly waives any  |
| <ul> <li>Vendor attached to this PDF all potentially confidential<br/>Vendor Data and listed the number of attached pages below.</li> </ul>  | TIPS may freely release Ven<br>this proposal or resulting co.  | contract. Vendor confirms that<br>dor Data submitted in relation to<br>intract to any requestor. Vendor   |
| <ul> <li>Vendor's authorized signatory has signed below and shall<br/>upload this document in the proper location in the eBid</li> </ul>   | or distribution of Vendor Date   | responsible or liable for any use<br>a by TIPS or TIPS Members.   |
| System.  |  | tory has signed below and shall<br>he proper location in the eBid   |
| <ul> <li>Vendor agrees that TIPS shall not be liable for any release of<br/>confidential information required by law.</li> </ul>   | To the second of the second  | all not be liable for any release of  |
| Number of pages attached deemed confidential   | confidential information requ  | THESE CIVIEW  |
| rumber of pages attached decined compactitum.  | A Zeel N   | e LeBlanc Digitally Signed by Ange LeBlanc Date 2002 to 19 1125 27 4500   |

## 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?

Vendormust 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

## L 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 <a href="https://invave.net.">https://invave.net.</a> 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@itips-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 yendors 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 <a href="mailto:bids@tips-usa.com">bids@tips-usa.com</a> 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    | APRII, 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 Act<sup>1</sup>, 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.

<sup>&</sup>lt;sup>1</sup> 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 asneeded 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

- 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 <u>bids@tips-usa.com</u> 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.
- 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.
- 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 "ionwaye.net"
- 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.
- Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
- 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.
- 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: <a href="http://www.tips-usa.com/assets/documents/docs/letters/Protest\_Protest\_Procedures\_for\_Vendor.pdf">http://www.tips-usa.com/assets/documents/docs/letters/Protest\_Pro

#### **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

#### 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.

- 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:

- 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.
- 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

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.
- 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.
- 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).

- 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.
- Reputation of 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.

- 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.
- 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

- 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.
- 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.
- a TIPS Member's purchase order from TIPS directly. Vendor may consider that specific 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 <a href="mailto:tipspo@tips-usa.com">tipspo@tips-usa.com</a> 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 FAO'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
4<sup>th</sup> 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. <u>SCHEDULING OF WO</u>RK

- 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 22th: 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

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Pricing breakdown per Tips Contract.

| Product Name                                    | Description                             | Units description -<br>(each, dozen,<br>hour, day, etc) | MSRP or<br>Catalog<br>Pricing | %<br>Discount | TIPS Price                     | Quantity | amount\$     |
|---|---|---|-------------------------------|---------------|--------------------------------|----------|--------------|
| Discus/Hammer Pad with<br>Ring                  | Material Only                           | Each  | \$2,930.00                    | 10.00%        | \$2,637.00                     | 2        | \$5,274.00   |
| Discus/Hammer Safety<br>Cage with Sleeves       | Material Only                           | Each  | \$73,460.00                   | 10.00%        | \$66.114.00                    | 2        | \$132,228.00 |
| Installation-<br>Discus/Hammer Pad with<br>Ring | Labor Only                              | Each  | \$17,000.00                   | 10.00%        | \$15,300.00                    | 2        | \$30,600.00  |
| Installation-Concrete<br>Flatwork               | Masonry Work                            | Per Square Foot   | \$6/SF                        | 5.00%         | Not-to-<br>Exceed<br>\$5.70/SF | 3360     | \$19,152.00  |
| Concrete Flatwork                               | 4" 3500 PSI<br>Concrete Brush<br>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<br>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<br>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

| 25% deposit                               |            |      |  |
|---|------------|------|--|
| Progression payments once materials arriv | e onsite.  |      |  |
| Regards                                   | Acceptance |      |  |
| Jim Stalford<br>Track President           | _          | Date |  |
| 00410-005-0010-00                         |            |      |  |

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## 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.

<u>Technology/Professional Liability</u>: 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:

## 1 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.

|         |                      | hereto agree to this Notice to Proceed and have executed it 0, for the purposes stated herein. |
|---------|----------------------|--|
| CONTRA  | CTOR                 | ALACHUA COUNTY, FLORIDA  |
| By:     |                      | By:  |
|         |                      | Alachua County   |
| Date:   |                      | Date:  |
| Title:I | Print Name and Title | _  |
| ARCHITI | ECT/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                    |  |
|---|---------------------------|--|
| Signed, sealed and delivered                  | •                         | CONTRACTOR (PRINCIPAL)                               |
| Witnesses as to Contractor Name:              |                           | By:  |
|   | bscribed before me by m   | eans of □ physical presence or □ online notarization |
|   |                           | Signature of Notary Public                           |
| Personally Known OR Pr                        |                           | Printed Name of Notary Public                        |
| Type of Identification Proc SURETY SIGNATURE: |                           |  |
| SIGNATURE:                                    |                           | SEAL   |
| PRINTED NAME AND TIT                          | LE: <u>ATTORNEY IN FA</u> |  |

## **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.

Personally Known OR Produced Identification Type of Identification Produced:

| SURETY<br>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:  |
| 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."  |
| 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 |
|   |
| Contractor:   |
| By:   |
|   |
| Date:   |
| Witnesses   |
| [Corporate Seal]  |
| STATE OF COUNTY OF  |
| Sworn to (or affirmed) and subscribed before me by means of $\Box$ physical presence or $\Box$ 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  | d political subdivision of the State of Florida   |
|--|---|
| CONTRACTOR:  |   |
| <b>PROJECT</b> : General Construction Agreement No services for Bid or RFP No Alachua Co | ("Agreement") for labor, materials, and bunty   |
| The undersigned Claimant, for itself and its success payment made in the amount of \$    | , hereby waives and releases its right to s, releases and discharges the Owner and Contractor ges, actions, and causes of action, direct or indirect, in mished through (insert |
| DATED ON   |   |
| Claimant:  |   |
| By:(Name) Title:(Print Title)  |   |
| STATE OF COUNTY OF   |   |
| Sworn to (or affirmed) and subscribed before me by m this day of, 20, by                 |   |
|  | Signature of Notary Public  |
|  | Printed Name of Notary Public   |
| Personally Known OR Produced Identification Type of Identification Produced:             |   |



## Alachua County, FL

## 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 be 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.

#### 1 ALACHUA COUNTY 2 BOARD OF COUNTY COMMISSIONERS 3 4 5 ORDINANCE 24-6 7 AN ORDINANCE ADOPTING CHAPTER 113 OF THE ALACHUA COUNTY 8 CODE RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED 9 LIMITS; AUTHORIZING THE PLACEMENT AND INSTALLATION OF 10 SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS 11 SCHOOL ZONES; PROVIDING FOR SEVERABILITY; PROVIDING A 12 REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; 13 PROVIDING AN EFFECTIVE DATE. 14 15 WHEREAS, during the 2023 state legislative session, the Florida Legislature 16 passed House Bill ("HB") 657, which provides that a county may enforce the applicable 17 speed limit on a roadway properly maintained as a school zone through the use of a speed 18 detection system; and 19 20 WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, 21 codified as Chapter 2023-174, Laws of Florida (hereafter referred to as "the Laws of 22 Florida"); and 23 24 WHEREAS, a speed detection system is defined at section 316.003, Florida 25 Statutes, as a "portable or fixed automated system used to detect a motor vehicle's speed 26 using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle 27 that exceeds the speed limit in force at the time of the violation"; and 28 29 WHEREAS, the Laws of Florida authorize counties to enforce applicable speed 30 limits in school zones during school sessions "through the use of a speed detection 31 system for the detection of speed and capturing of photographs or videos for violations in 32 excess of 10 miles per hour over the speed limit in force at the time of the violation"; and 33 34 WHEREAS, the Laws of Florida further authorize counties to place or install, or 35 contract with a vendor to place or install, "a speed detection system within a roadway 36 maintained as a school zone as provided in section 316.1895 to enforce unlawful speed 37 violations"; and 38 39 WHEREAS, the Laws of Florida provide that such a speed detection system must 40 be installed in accordance with placement and installation specifications established by 41 the Florida Department of Transportation; and

42

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, the Laws of Florida further provide for penalties to be assessed and remitted to various entitles, as well as for a process whereby individuals who receive notices of violation may request a hearing; and

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

School Zone Speed Enforcement Adoption

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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,

### BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Legislative Finding of Fact. The Board of County Commissioners of Alachua County, Florida finds and declares that all the statements set forth in the preamble of this ordinance are true and correct.

Section 2. Alachua County Code. Chapter 113 of the Alachua County Code of Ordinances is adopted as contained in Exhibit 'A'.

**Section 3.** Modifications. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

**Section 4.** Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

40 41 42

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**Section 6.** Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions

School Zone Speed Enforcement Adoption

Page 3

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10 11 12

18 19 of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

**Section 7.** Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 8.** Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and this ordinance shall take effect upon filing with the Department of State.

\*\*\*\*\*SIGNATURES ON NEXT PAGE\*\*\*\*

| 1                | DULY ADOPTED in regular session, t | this      | _ day of               | , 2024.                          |
|------------------|------------------------------------|-----------|------------------------|----------------------------------|
| 2<br>3<br>4<br>5 |                                    |           | OF COUNTY<br>UA COUNTY | Y COMMISSIONERS OF<br>Y, FLORIDA |
| 6                | ATTEST:                            |           |                        |                                  |
| 7                |                                    | y:        |                        |                                  |
| 8                |                                    | Chair     |                        |                                  |
| 9                |                                    |           |                        |                                  |
| 10<br>11<br>12   | J. K. Irby, Clerk                  |           | APPROVE                | D AS TO FORM                     |
| 13<br>14         | (SEAL)                             |           |                        |                                  |
| 15               | (SEALE)                            |           | County Att             | ornev                            |
| 16               |                                    |           |                        | · · · · <b>y</b>                 |
| 17               |                                    |           |                        |                                  |
| 18               | REMAINDER C                        | F 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 entitles, as well as for a process whereby individuals who receive notices of violation may request a hearing; and
- (I) 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.

<u>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).</u>

### 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.

<u>Penalties to be assessed and collected by the county as established in s. 318.18(3)(d) must be</u> 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**

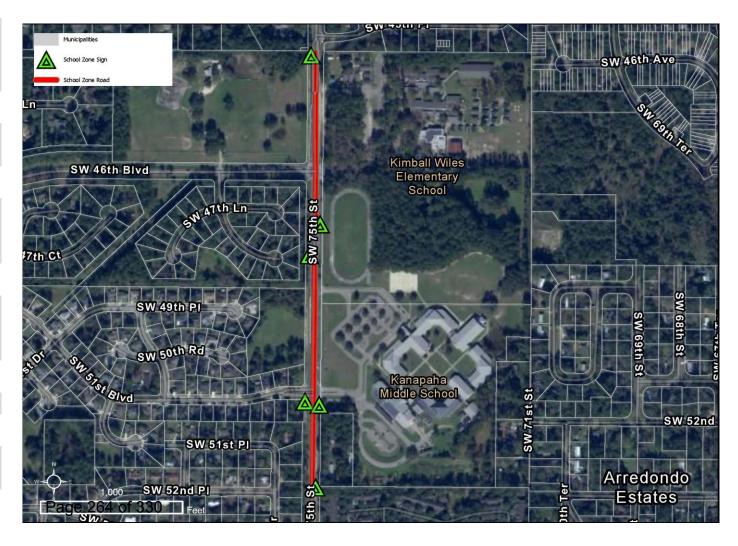
- 1. 2-4 school zones to start
- 2. Select based on safety, traffic, and demographic (including equity overlay) data
- 3. Allow agencies (ACSO and Clerk) to start small and assess staffing and budgetary needs associated with the program; scale up as able



## **REFRESHER:** Study – Locations of Heightened Risk

## School Zones Under Heightened Risk

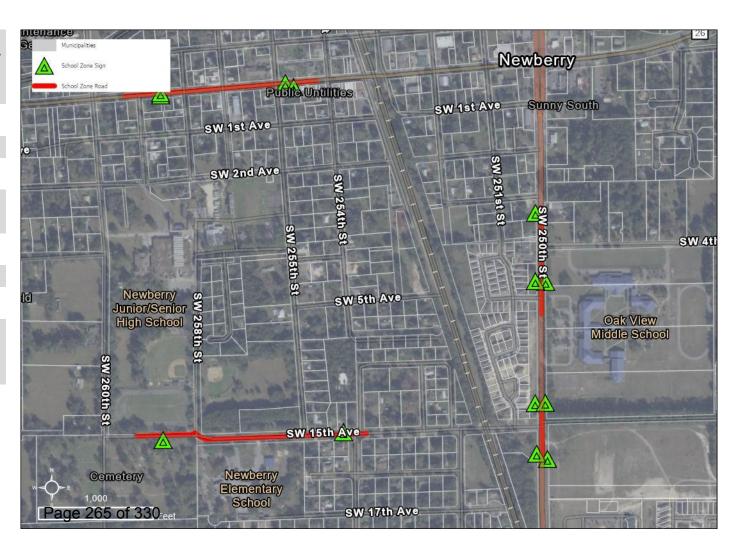
| Schools Studied                 | Street           | Violators 10+<br>mph over |
|---------------------------------|------------------|---------------------------|
|                                 |                  |                           |
| Archer Community Center         | FL-45            | 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

| Street           | Violators 10+<br>mph over  |
|------------------|--|
|                  |  |
| SE 43rd St.      | 292  |
|                  |  |
| School House Rd. | 1,783  |
| SW 24th Ave      | 580  |
|                  |  |
| NW 39th Ave.     | 1,585  |
|                  |  |
| SW 15th Ave.     | 157  |
| W Newberry Rd.   | 636  |
| SW 250th St.     | 281  |
|                  | SE 43rd St.  School House Rd. SW 24th Ave  NW 39th Ave.  SW 15th Ave. W Newberry Rd. |



## **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
- 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



### **Board Actions**

- 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?**

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Growth Management
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#### 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  $\underline{ss.}$   $\underline{316.0083(1)(a)}$  and  $\underline{316.1896(1)}$  s.  $\underline{316.0083(1)(a)}$ , who is authorized to conduct hearings related to a notice of violation issued pursuant to s.  $\underline{316.0083}$  or s.  $\underline{316.1896}$ . 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; <u>speed detection systems</u>; 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; <u>speed detection systems</u>; 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 <u>s. 316.003(110)</u> s. <u>316.003(109)</u>. 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 <u>ss. 316.0083</u> and <u>316.1896</u> s. <u>316.0083</u>. For purposes of enforcing <u>ss. 316.0083</u>, <u>316.1895</u>, and <u>316.183</u> s. <u>316.0083</u>, 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, et 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 <u>business</u> 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 <u>business</u> 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 <u>s. 318.18(3)(g)</u> <u>s. 318.18(3)(f)</u> 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 <u>s. 318.18(3)(g)</u> <u>s. 318.18(3)(f)</u> 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 <u>s. 318.18(3)(f)</u> <u>s. 318.18(3)(e)</u> 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 <u>s. 318.18(3)(f)</u> <u>s. 318.18(3)(e)</u> 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  $\underline{s.316.003(88)(a)}$   $\underline{s.316.003(87)(a)}$  or (b), including any adjacent sidewalk, as defined in  $\underline{s.316.003}$ .

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.

## Alachua County, FL

## 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.

# PART III - UNIFIED LAND DEVELOPMENT CODE TITLE 40 - LAND DEVELOPMENT REGULATIONS CHAPTER 406. - NATURAL AND HISTORIC RESOURCES PROTECTION ARTICLE II. TREES AND NATIVE VEGETATION

#### 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.
    - 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.

- (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 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.

- (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<br>Heritage Tree Replacement Rate |  |  |
|--|--|--|
| DBH of tree to<br>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"  |  |  |
| Gicarcia triacaritrios   | Honey locast              | 1 10 |  |  |

|   | T                               | "        |
|---|---------------------------------|----------|
| Gordonia lasianthus                       | Loblolly bay                    | 10"      |
| Halesia carolina                          | Carolina silverbell             | Any      |
| Hamamelis virginiana                      | Witch-hazel                     | Any      |
| Ilex ambigua                              | Carolina holly                  | Any      |
| llex cassine                              | Dahoon Holly                    | 10"      |
| Ilex cassine var. myrtifolia              | Myrtle-leaved holly             | Any      |
| Ilex coriacea                             | Large gallberry                 | Any      |
| Ilex decidua                              | Possumhaw                       | Any      |
| Ilex opaca var. arenicola                 | American holly                  | 10"      |
| Ilex vomitoria                            | Yaupon holly                    | Any      |
| Juglans nigra                             | Black walnut                    | 10"      |
| Juniperus virginiana                      | Southern red cedar              | 20"      |
| Liriodendron tulipifera                   | Tulip tree                      | 10"      |
| Lyonia ferruginea                         | Tree lyonia                     | Any      |
| Magnolia grandiflora                      | Southern magnolia               | 20"      |
| Magnolia macrophylla                      | Bigleaf magnolia, Ashe magnolia | 3"       |
| Magnolia virginiana                       | Sweetbay magnolia               | 10"      |
| Malus angustifolia                        | Crabapple                       | 5"       |
| Morus rubra                               | Red mulberry                    | 10"      |
|   | Waxmyrtle                       | 5"       |
| Myrica cerifera                           | ·                               | 5<br>10" |
| Nyssa aquatica                            | Water tupelo                    |          |
| Nyssa ogeche                              | Ogeechee tupelo                 | 10"      |
| Nyssa sylvatica var. biflora or sylvatica | Swamp tupelo, Blackgum          | 20"      |
| Osmanthus americanus                      | Wild olive, Devilwood           | 3"       |
| Ostrya virginiana                         | Ironwood, Hop hornbeam          | 5"       |
| Persea borbonia var. borbonia or humilis  | Red bay or Silk bay             | 5"       |
| Pinus clausa                              | Sand pine                       | 20"      |
| Pinus echinata                            | Shortleaf pine                  | 10"      |
| Pinus glabra                              | Spruce pine                     | 20"      |
| Pinus palustris                           | Longleaf pine                   | 20"      |
| Pinus serotina                            | Pond pine                       | 20"      |
| Planera aquatica                          | Water elm, Planer tree          | 10"      |
| Platanus occidentalis                     | Sycamore                        | 20"      |
| Populus deltoides                         | Eastern cottonwood              | 20"      |
| Prunus americana                          | American plum                   | 5"       |
| Prunus angustifolia/umbellata             | Chickasaw, Flatwoods, Hog plum  | 5"       |
| Prunus caroliniana                        | Cherry-laurel                   | 10"      |
| Prunus serotina var. serotina             | Black cherry                    | 20"      |
| Ptelea trifoliata                         | Wafer ash, Hop-tree             | 5"       |
| Quercus alba                              | White oak                       | 10"      |
| Quercus austrina                          | Bluff oak                       | 20"      |
| Quercus chapmanii                         | Chapman's oak                   | 10"      |
| Quercus falcata                           | Spanish oak, Southern red oak   | 20"      |
|   | Sand live oak                   | 10"      |
| Quercus incana                            | -                               | 10"      |
| Quercus incana                            | Bluejack oak                    | 10"      |
| Quercus laevis                            | Turkey oak                      |          |
| Quercus lyrata                            | Overcup oak                     | 10"      |

| Quercus margaretta               | Sand post oak                  | 10" |
|----------------------------------|--------------------------------|-----|
| Quercus marilandica              | Blackjack oak                  | 10" |
| Quercus michauxii                | Basket oak, Swamp chestnut oak | 20" |
| Quercus muehlenbergii            | Chinquapin oak                 | 10" |
| Quercus myrtifolia               | Myrtle oak                     | 10" |
| Quercus pagoda                   | Cherrybark oak                 | 10" |
| Quercus phellos                  | Willow oak                     | 10" |
| Quercus shumardii                | Shumard oak                    | 20" |
| Quercus stellata                 | Post oak                       | 10" |
| Quercus virginiana               | Live oak                       | 20" |
| Rhamnus caroliniana              | Carolina buckthorn             | 5"  |
| Rhus copallinum                  | Winged sumac                   | Any |
| Sabal palmetto                   | Cabbage palm                   | 10" |
| Salix caroliniana                | Carolina willow                | 5"  |
| Salix floridana                  | Florida willow                 | 5"  |
| Salix nigra                      | Black willow                   | 5"  |
| Sambucus nigra subsp. canadensis | Elderberry                     | Any |
| Sapindus saponaria               | Soapberry                      | 10" |
| Sassafras albidum                | Sassafras                      | 5"  |
| Sideroxylon alachuense           | Silver buckthorn               | Any |
| Sideroxylon lanuginosum          | Gum bumelia                    | Any |
| Sideroxylon lycoides             | Buckthorn bully                | Any |
| Sideroxylon tenax                | Tough bully                    | 3"  |
| Styrax americanus                | American snowbell              | Any |
| Symplocos tinctoria              | Horse sugar/sweetleaf          | Any |
| Taxodium ascendens               | Pond cypress                   | 20" |
| Taxodium distichum               | Bald cypress                   | 20" |
| Tilia americana var. caroliniana | Carolina basswood              | 20" |
| Ulmus alata                      | Winged elm                     | 10" |
| Ulmus americana                  | Florida elm                    | 10" |
| Ulmus crassifolia                | Cedar elm                      | 10" |
| Ulmus rubra                      | Slippery elm                   | 10" |
| Vaccinium arboreum               | Sparkleberry, Farkleberry      | 3"  |
| Viburnum nudum                   | Possumhaw viburnum             | Any |
| Viburnum obovatum                | Walter viburnum                | 3"  |
| Viburnum rufidulum               | Rusty blackhaw                 | 3"  |
| Zanthoxylum clava-herculis       | Hercules club                  | 5"  |

| Table 406.16.2                                       |                                       |  |  |  |
|--|---------------------------------------|--|--|--|
| Prohibited Non-Native Vegetation List                |                                       |  |  |  |
| Latin Name   | Common Name                           |  |  |  |
| Abrus precatorius Albizia julibrissin                | rosary pea                            |  |  |  |
| Albizia Juliorissin  Albizia lebbeck                 | silktree; mimosa<br>woman's tongue    |  |  |  |
| Aleurites fordii                                     | tungoil tree; tung tree               |  |  |  |
| Anredera vesicaria (A. leptostachys)                 | Texas medeira vine                    |  |  |  |
| Antigonon leptopus                                   | coral vine                            |  |  |  |
| Aristolochia littoralis                              | elegant Dutchman's-pipe               |  |  |  |
| Asparagus densiflorus                                | Sprenger's asparagus-fern             |  |  |  |
| Begonia cucullata                                    | wax begonia                           |  |  |  |
| Broussonetia papyrifera                              | paper mulberry                        |  |  |  |
| Cinnamomum camphora                                  | camphor tree                          |  |  |  |
| Clematis terniflora                                  | sweet autumn virginsbower             |  |  |  |
| Clerodendrum bungei                                  | rose glorybower                       |  |  |  |
| Colocasia esculenta                                  | wild taro; dasheen                    |  |  |  |
| Cyperus involucratus (C. alternifolius)              | umbrella plant                        |  |  |  |
| Cyperus prolifer                                     | flatsedge                             |  |  |  |
| Eleagnus pungens                                     | silverthorn                           |  |  |  |
| Eriobotrya japonica                                  | loquat                                |  |  |  |
| Hedera helix   | English ivy                           |  |  |  |
| Ipomoea cairica                                      | mile-a-minute vine                    |  |  |  |
| Koelreuteria elegans (K. formosana;                  | flamegold; golden raintree            |  |  |  |
| K. paniculata misapplied)                            |                                       |  |  |  |
| Lantana camara                                       | lantana; shrub verbena                |  |  |  |
| Leucaena leucocephala                                | white leadtree                        |  |  |  |
| Ligustrum lucidum                                    | glossy privet                         |  |  |  |
| Livstonia chinensis                                  | Chinese fan palm                      |  |  |  |
| Lonicera japonica                                    | Japanese honeysuckle                  |  |  |  |
| Macfadyena unguis-cati                               | catclaw vine                          |  |  |  |
| Melia azedarach                                      | chinaberry tree                       |  |  |  |
| Merremia dissecta                                    | cutleaf morningglory; wood rose       |  |  |  |
| Morus alba   | white mulberry                        |  |  |  |
| Nandina domestica                                    | sacred bamboo; heavenly bamboo        |  |  |  |
| Nephrolepis cordifolia                               | tuberous sword fern                   |  |  |  |
| Oeceoclades maculata                                 | monk orchid                           |  |  |  |
| Panicum repens                                       | torpedograss                          |  |  |  |
| Pennisetum purpureum                                 | elephantgrass                         |  |  |  |
| Pteris vittata                                       | Chinese ladder brake                  |  |  |  |
| Rhynchelytrum repens Ricinus communis                | rose natalgrass<br>castorbean         |  |  |  |
|  | castorbean<br>Mexican bluebell        |  |  |  |
| Ruellia brittoniana (R. tweediana in<br>Wunderlin)   |                                       |  |  |  |
| Sansevieria hyacinthoides<br>(syn. = S. trifasciata) | bowstring hemp; mother-in-law tongue  |  |  |  |
| Senna pendula (syn. = Cassia coluteoides)            | valamuerto; Bahama or Christmas senna |  |  |  |

| 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**

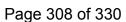
 6/11/2024: Ask that staff work with the applicant to identify ways in which we could have protected more trees and provide input and feedback to the board with regard to ways we could change code to increase tree protections within the urban services boundary. (Parker Road Cottages Preliminary Development 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**

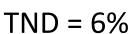
- Policy 5.4.3 The County shall protect trees according to a species-specific hierarchy. Trees shall receive priority for protection based on species, in conjunction with other features including size, age, condition, historic association, and uniqueness. Removal or damage of champion trees shall be 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**

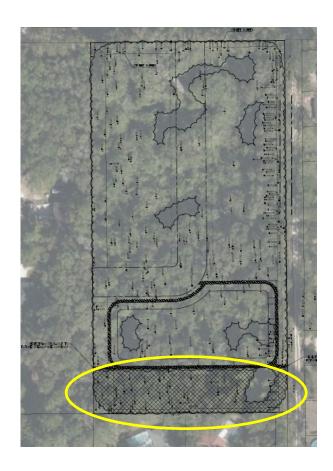




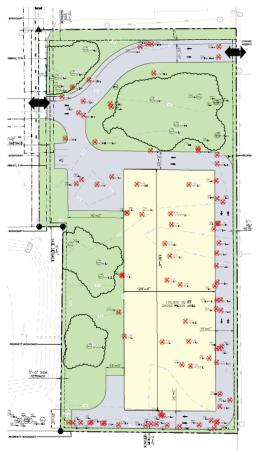


Cottage Neighborhood = 7%

# **Current Tree Code – Retention Requirements**



90 percent density = 11.7%

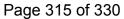


Standard Development = 22%

# **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):

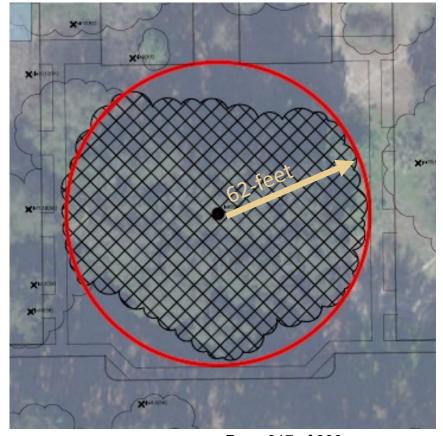
- Protected area equal to drip line of the tree unless larger area is more appropriate
- May be up to two (2) feet diameter of protection for every inch of tree trunk diameter



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)

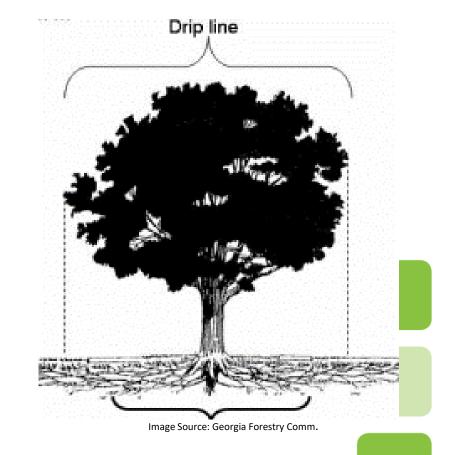


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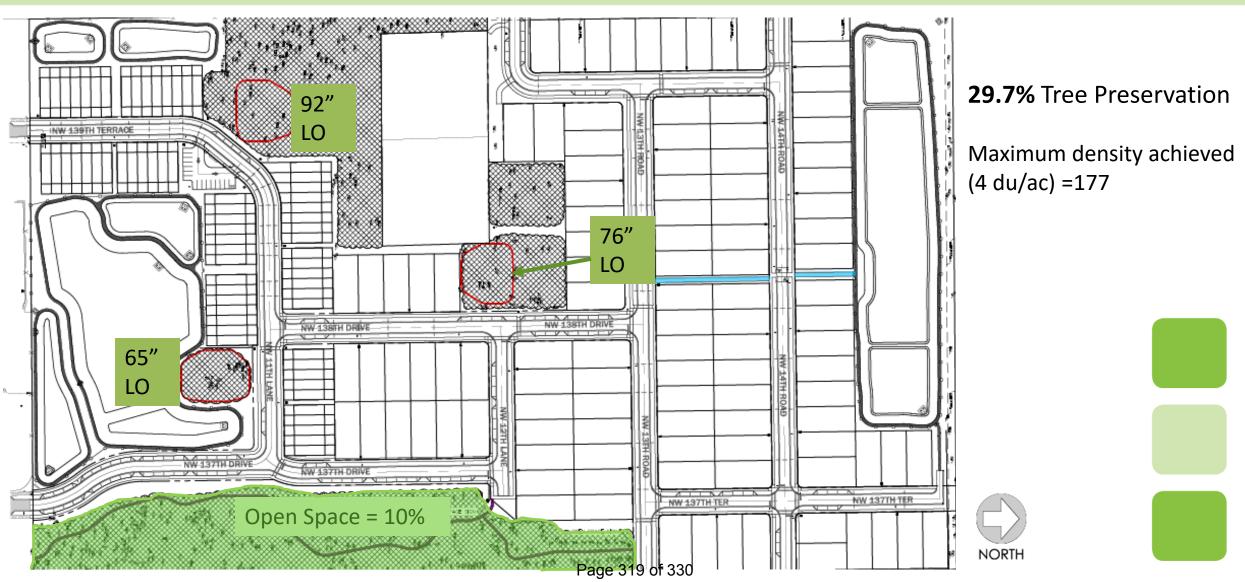
## **Current Tree Code – Protected Area**

## 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



# **Examples – Tara Verde**



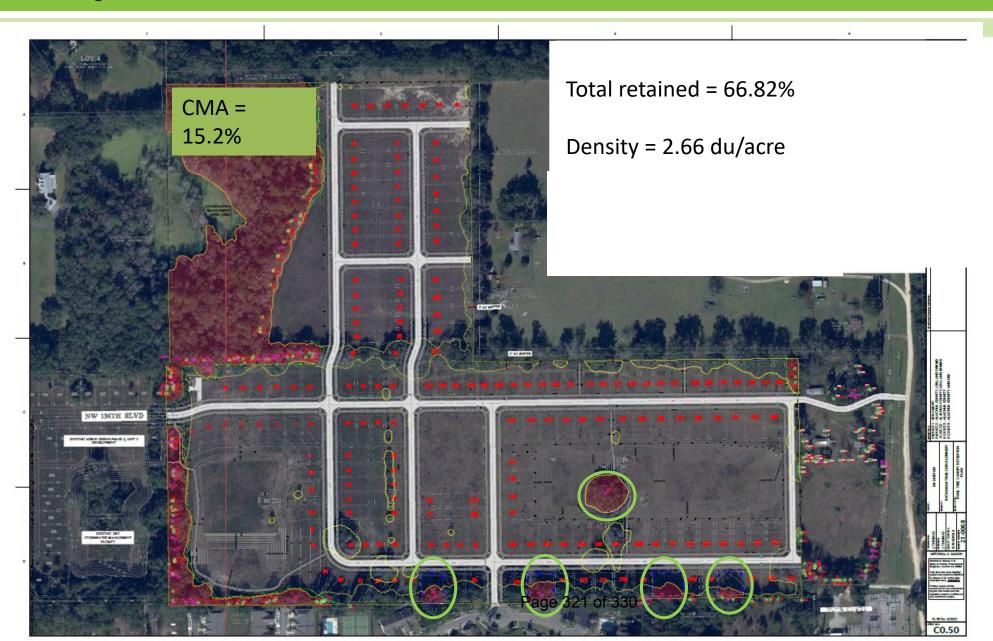
# **Examples – Tara Verde**



## Trees removed include:

- 9 Live Oaks 40-59 inches
- 19 Live Oaks 30-39 inches

# **Examples – Buchanan Trails**



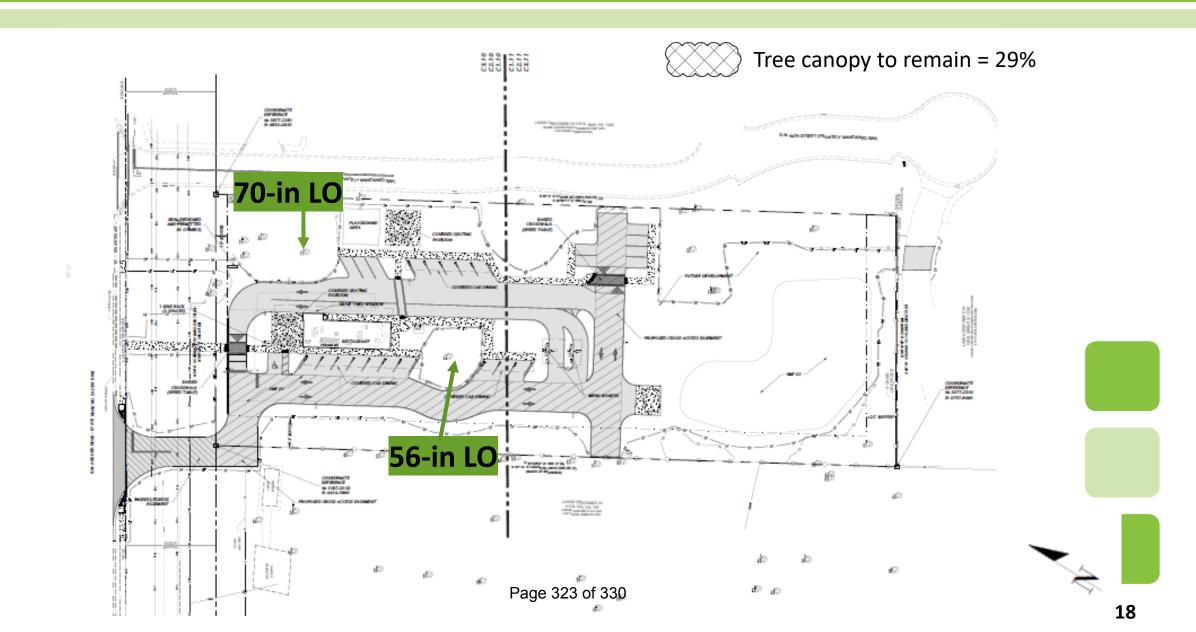
# **Examples – Buchanan Trails**



## 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<br>Heritage Tree Replacement Rate |  |
|--|--|
| DBH of tree to Replacement Rate                  |  |
| be replaced                                      |  |
| 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.

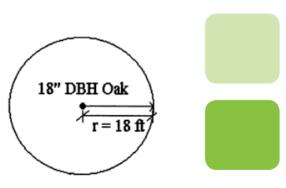
# City of Tallahassee (Sec. 5-83 Tree Protection):

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





## 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

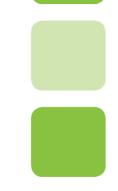
- Urban Forest Management Plan
- Significant Tree Habitat



## **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?**

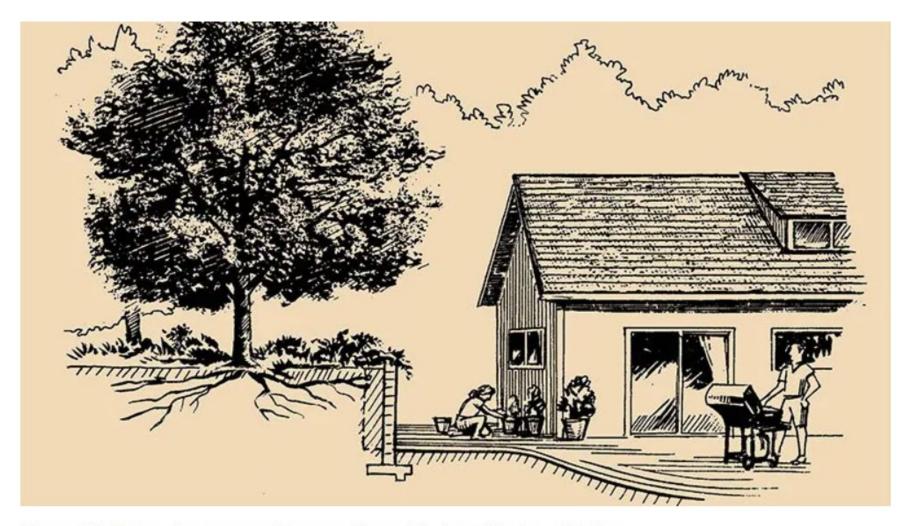


Figure 28. Properly preserved trees will provide benefits for a lifetime.