

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND  
WORLD SPORTS TURF & MARKETING, LLC, NO. 14123**

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 Soccer Field 2 and Soccer Field 3 located at the soccer complex in the County owned Rotary Park at Jonesville; and

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

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

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

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

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

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

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

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

3. **Scope of Work.** The Contractor agrees to provide to Alachua County all labor, materials, equipment, maintenance, and related services for the renovation of Soccer Field 2 and Soccer Field 3 in Rotary Park at Jonesville located in Alachua County, Florida, (the “Park”) which consist in 2.7 acres each field, with a total area of approximately 5.4 acres (235,224 sq ft), as more specifically agreed to 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”). Collectively the documents attached hereto as **Exhibits 2** and **3** are hereinafter referred to as the “Contract Documents”.

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, (d) Hillsborough County Agreement, and (e) any Notice to Proceed issued by Alachua County.

4. **Addendum.** The Parties agree to be bound by the terms and conditions of the Hillsborough County Agreement, with respect to Alachua County’s purchase of and request for Work from the Contractor during the term of this Addendum Agreement, except as modified or added below:
  - A. **References:** For the purposes of this Agreement, references in the Hillsborough County Agreement to the County or any of its divisions, departments, agencies or employees will be read to reference to Alachua County, Florida or its departments and divisions. References in the Hillsborough County Agreement to the Board of County Commissioners, will be read to refer to the Alachua County Board of County Commissioners. The following provisions within the Hillsborough County Agreement are specific to that County and are not applicable to the agreement between the Contractor and Alachua County: section 4.22/5.11/5.12.1/5.29/5.17.
  - B. **Pricing and Invoicing Procedures:**
    - 1) For completion of all Work for Alachua County at the Park in accordance with this Addendum Agreement, the Contractor shall be paid the sum of \$303,030.00 (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](mailto:jmaurer@alachuacounty.us)

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

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

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

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

availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

- 5) The Parties agree that the Contractor will not start the Work to be performed under this Agreement until this Addendum Agreement is in effect and a Notice to Proceed, as described in Exhibits 2 and 5 attached hereto, is issued by the County to the Contractor for the Work. The Parties agree that this process to proceed with the Work is different than the blanket/purchase ordering system method of requesting work/services referenced within the Hillsborough County Agreement. In accordance with the terms of this Addendum Agreement, including its attached exhibits, the Contractor will deliver the Work upon issuance of the Notice to Proceed from Alachua County.

D. Insurance: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit 4** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**. The Parties acknowledge that the insurance required by Alachua County is different than required by the Hillsborough County Agreement.

E. Background Checks: Due to the scope of work/services involving the Contractor's and/or the Contractor's subcontractor's personnel working in proximity to minors, the Contractor hereby confirms that any personnel employed by the Contractor and the Contractor's subcontractor who will complete the Work at the Park must have successfully completed a criminal level 2 background check, completed by the Contractor at no additional cost to the County. A criminal background check is search of federal, state or local government files to determine if the person has current or past criminal history of a conviction of a crime that poses a threat to vulnerable individuals like children or the aged. The County may request and review any associated records with or without cause, and to require replacement of any Contractor employee and subcontractor found in violation of this requirement. The Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard.

F. Bonds: As a modification to the Hillsborough County Agreement, 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.
- G. 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.
- H. 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.
- I. 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.

- J. Indemnification: **THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND WORK SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR’S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.
- K. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
- 1) Keep and maintain public records required by the County to perform the Work.
  - 2) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.

- 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Work. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto: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.

5. **Venue.** Venue for any legal action or civil litigation related to this Addendum Agreement between the Contractor and Alachua County or the Work will be in a court of competent jurisdiction in and for Alachua County, Florida.

6. **Notice.** Any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:  
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

7. **Termination.**

A. 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.

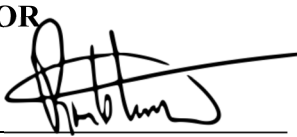
B. If funds to finance the Work become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. The Alachua County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination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

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

REMAINDER OF THE 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: Renato Luis Lauretti

Title: President

Date: 03/08/2024

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Mary C Alford, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST

Approved as to form:

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

\_\_\_\_\_  
Alachua County Attorney's Office

# Exhibit 1 – Hillsborough County Agreement



**Hillsborough  
County Florida**

## Agenda Item Cover Sheet

Agenda Item N<sup>o</sup> A-56

Meeting Date 7/12/2023

Consent Section       Regular Section       Public Hearing

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

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

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

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

**DELEGATIONS TO DIRECTOR OF PROCUREMENT:**  
[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract  
[N] Unilateral Extensions

[N] Unilateral Renewals  
[N] Additional Purchase Option(s)

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



**Hillsborough  
County Florida**

**PROCUREMENT SERVICES**

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

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

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

**Response Due Date to Procurement:** May 25, 2023


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

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

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

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

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

**Fiscal Approved By:**  **Date:** \_\_\_\_\_

**Recommendation Approved By:**  **Date:** \_\_\_\_\_  
Department Director

Enclosure  
HCFLGOV.NET



**Hillsborough  
County Florida**

**MINORITY & SMALL BUSINESS ENTERPRISES**

PO Box 1110, Tampa, FL 33601-1110  
(813) 272-7232 | Fax: (813) 276-2638

**BOARD OF COUNTY  
COMMISSIONERS**

Donna Cameron Cepeda  
Harry Cohen  
Ken Hagan  
Pat Kemp  
Gwendolyn "Gwen" Myers  
Michael Owen  
Joshua Wostal

**COUNTY ADMINISTRATOR**

Bonnie M. Wise

**COUNTY ATTORNEY**

Christine M. Beck

**COUNTY INTERNAL AUDITOR**

Peggy Caskey

**ASSISTANT COUNTY ADMINISTRATOR**

Ron Barton

DATE: May 23, 2023  
TO: Connor Fletcher, Procurement Services  
FROM: *Gwen Sevaetasi*  
Gwen Sevaetasi, Minority & Small Business  
Special Projects Coordinator

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

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

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

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

HCFLGOV.NET



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

Posted June 21, 2023

**Notice:** Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. The Protest Ordinance, which includes the Code of Silence, may be viewed and downloaded at: [https://library.municode.com/FL/HILLSBOROUGH\\_COUNTY/codes/code\\_of\\_ordinances\\_part\\_1?nodeId=HICOCORLA\\_CH2AD\\_ARTVPR\\_DIV3HICOPRPRPDR](https://library.municode.com/FL/HILLSBOROUGH_COUNTY/codes/code_of_ordinances_part_1?nodeId=HICOCORLA_CH2AD_ARTVPR_DIV3HICOPRPRPDR)

Negotiation: <b>RFQ24197</b>	Responses Received: <b>1</b>	Invited Suppliers: <b>0</b>
Procurement ID: <b>BOCC-BU</b>	Active Responses: <b>1</b>	W/ Penalties: <b>0</b>
Close Date: <b>6/12/2023 14:00</b>	Shortlisted Responses: <b>1</b>	Responded: <b>1</b>
Negotiation Currency: <b>USD</b>		

**Lines**

Number of Awarded Lines: <b>130</b>	Response Amount: <b>9,570,987.96</b>
Number of Awarded Suppliers: <b>1</b>	Allowance: <b>45,000.00</b>
	Total Award Amount: <b>9,623,897.96</b>

**1 Year 1: Athletic Turf Mowing Services**

Line Type: <b>Quantity</b>	UCM: <b>Acre (s)</b>
Item:	Start Price:
Item Revision:	Current Price:
Category Name: <b>790.00</b>	

Agreement Quantity: <b>400</b>
Award Amount: <b>37,600.00</b>
Savings:
Savings:

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

**2 Year 1: Lime Applied for PH Balance**

Line Type: <b>Quantity</b>	UCM: <b>Ton (s)</b>
Item:	Start Price:
Item Revision:	Current Price:
Category Name: <b>790.00</b>	

Agreement Quantity: <b>7</b>
Award Amount: <b>6,600.00</b>
Savings:
Savings:

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

**3 Year 1: Sulfur Applied for PH Balance**

Line Type: <b>Quantity</b>	UCM: <b>Ton (s)</b>
Item:	Start Price:
Item Revision:	Current Price:
Category Name: <b>790.00</b>	

Agreement Quantity: <b>7</b>
Award Amount: <b>6,300.00</b>
Savings:
Savings:

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

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

**4 Year 1: Approved Topsoil**

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM: Ton (s)  
 Start Price  
 Current Price

Agreement Quantity	10
Award Amount	490.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		49.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	10	10
Award Amount		490.00
Note to Buyer:		
Attachments:	No	

**6 Year 1: Clay Repair - Basic**

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM: Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	60000
Award Amount	88,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1.47
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	60000	60000
Award Amount		88,200.00
Note to Buyer:		
Attachments:	No	

**6 Year 1: Clay Repair - Premier**

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM: Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	60000
Award Amount	164,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		2.71
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	60000	60000
Award Amount		164,200.00
Note to Buyer:		
Attachments:	No	

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

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM: Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	20000
Award Amount	80,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active

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

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

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

Agreement Quantity	20000
Award Amount	35,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1.75
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	20000	-20000
Award Amount		35,000.00
Note to Buyer		
Attachments		No

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

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

Agreement Quantity	20000
Award Amount	27,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1.35
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	20000	-20000
Award Amount		27,000.00
Note to Buyer		
Attachments		No

10 Year 1: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 8,599 sq. ft.)

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

Agreement Quantity	20000
Award Amount	60,000.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22045
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		3.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	20000	-20000
Award Amount		60,000.00
Note to Buyer		
Attachments		No

11 Year 1: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (8,600 to 19,799 sq. ft.)

Line Type	Quantity	UCM	Square Foot (Feet)
Item		Start Price	
Item Revision		Current Price	

Agreement Quantity	20000
Award Amount	35,000.00
Savings	

Category Name: 790.00

Savings:

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

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

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

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

Agreement Quantity	20000
Award Amount	35,000.00
Savings	
Savings	

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

13 Year 1: Bahia Sod Installation

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

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

Agreement Quantity	400
Award Amount	355.00
Savings	
Savings	

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

14 Year 1: Laser Level Ballfield (No Retotill)

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

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

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

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

Note to Buyer:		
Attachments:		No

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

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

Agreement Quantity	10000
Award Amount	8,400.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		0.71
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	10000	
Award Amount		8,400.00
Note to Buyer		
Attachments		No

**16 Year 1: Rebuild Pitcher Mound**

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

Agreement Quantity	10
Award Amount	11,000.00
Savings	
Savings	

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

**17 Year 1: Ballfield Clay per 16-Cubic Yard**

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

Agreement Quantity	20
Award Amount	29,700.00
Savings	
Savings	

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

**18 Year 1: Lip Repair (Minor)**

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

Agreement Quantity	300
Award Amount	384,000.00
Savings	
Savings	

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

<b>Line Pricing</b>		
Response Price		1,360.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	300	300
Award Amount		364,000.00
Note to Buyer		
Attachments	No	

19 Year 1: Lip Repair (Major)

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UCM Each  
Start Price  
Current Price

Agreement Quantity	300
Award Amount	650,100.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22045
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		2,167.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	300	300
Award Amount		650,100.00
Note to Buyer		
Attachments	No	

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UCM Each  
Start Price  
Current Price

Agreement Quantity	20
Award Amount	25,800.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1,290.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	20	20
Award Amount		25,800.00
Note to Buyer		
Attachments	No	

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UCM Each  
Start Price  
Current Price

Agreement Quantity	20
Award Amount	4,240.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		212.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	20	20
Award Amount		4,240.00
Note to Buyer		
Attachments	No	

22 Year 1: Rough Grading under 1000 cubic yards

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UCM Cubic Yard (s)  
Start Price  
Current Price

Agreement Quantity	60
Award Amount	4,500.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	75.00
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	60
Award Amount	4,500.00
Note to Buyer	
Attachments	No

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

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

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

Agreement Quantity	60
Award Amount	4,440.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	74.00
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	60
Award Amount	4,440.00
Note to Buyer	
Attachments	No

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

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

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

Agreement Quantity	60
Award Amount	4,260.00
Savings	
Savings	

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

25 Year 1: Standard Labor Hour(s)

Line Type: Quantity  
Item:  
Item Revision:  
Category Name: 780.00

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

Agreement Quantity	26
Award Amount	1,187.50
Savings	
Savings	

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

Attachment: No

**26 Year 1: Non-Standard Labor Hour(s)**

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

Agreement Quantity	10
Award Amount	570.00
Savings	
Savings	

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

**27 Year 2: Athletic Turf Mowing Services**

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

Agreement Quantity	400
Award Amount	38,352.00
Savings	
Savings	

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

**28 Year 2: Lime Applied for PH Balance**

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

Agreement Quantity	7
Award Amount	6,783.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		968.14
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	7	
Award Amount		6,783.00
Note to Buyer		
Attachments		No

**29 Year 2: Sulfur Applied for PH Balance**

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

Agreement Quantity	7
Award Amount	6,426.00
Savings	
Savings	

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



Response Price		219.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	10	
Award Amount		6,426.00
Note to Buyer		
Attachments		No

**30 Year 2: Approved Topsoil**

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

Agreement Quantity	10
Award Amount	499.80
Savings	
Savings	

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

**31 Year 2: Clay Repair - Basic**

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

Agreement Quantity	80000
Award Amount	90,000.00
Savings	
Savings	

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

**32 Year 2: Clay Repair - Premier**

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

Agreement Quantity	80000
Award Amount	167,200.00
Savings	
Savings	

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

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

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

Agreement Quantity	20000
Award Amount	5,100.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	7.55
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20000
Award Amount	51,000.00
Note to Buyer	
Attachments	No

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

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

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

Agreement Quantity	20000
Award Amount	51,000.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	37,800.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	51,000.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	4.35
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20000
Award Amount	51,000.00
Note to Buyer	

Attachment: [ ] No

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

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

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

Agreement Quantity	20000
Award Amount	35,800.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	25,600.00
Savings	
Savings	

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

39 Year 2: Bahia Sed Installation

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

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

Agreement Quantity	400
Award Amount	384.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		0.96
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	400	400
Award Amount		384.00
Note to Buyer		
Attachments		No

40 Year 2: Laser Level Ballfield (No Rototill)

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

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

Agreement Quantity	10000
Award Amount	4,800.00
Savings	
Savings	

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

Response Price		0.11
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	40000	40000
Award Amount		4,300.00
Note to Buyer		
Attachments		No

**41 Year 2: Laser Level Ballfield with Rotabill of Calcinad Clay**

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

Agreement Quantity	40000
Award Amount	8,300.00
Savings	
Savings	

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

**42 Year 2: Rebuild Pitcher Mound**

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

Agreement Quantity	10
Award Amount	11,220.00
Savings	
Savings	

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

**43 Year 2: Ballfield Clay per 18-Cubic Yard**

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

Agreement Quantity	20
Award Amount	30,234.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,511.70
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	30,234.00
Note to Buyer	
Attachments	No

**44 Year 2: Lip Repair (Minor)**

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

Agreement Quantity	300
Award Amount	39,180.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,305.00
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	300
Award Amount	391,880.00
Note to Buyer	
Attachments	No

45 Year 2: Lip Repair (Major)

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

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	300
Award Amount	663,102.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	2,210.34
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	300
Award Amount	663,102.00
Note to Buyer	
Attachments	No

46 Year 2: Turf MVP All Sport or approved equivalent (60 pound bag)

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

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	20
Award Amount	45,112.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,305.00
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	26,112.00
Note to Buyer	
Attachments	No

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

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

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	20
Award Amount	4,324.80
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	216.24
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	4,324.80
Note to Buyer	

Attachment: No

**48 Year 2: Rough Grading under 1000 cubic yards**

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

Agreement Quantity	80
Award Amount	4,590.00
Savings	
Savings	

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

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

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

Agreement Quantity	80
Award Amount	4,628.80
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	76.48
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	80
Award Amount	4,628.80
Note to Buyer	
Attachments	No

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

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

Agreement Quantity	80
Award Amount	4,346.20
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	77.47
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	80
Award Amount	4,346.20
Note to Buyer	
Attachments	No

**51 Year 2: Standard Labor Hour(s)**

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

Agreement Quantity	29
Award Amount	1,211.20
Savings	
Savings	

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

Response Price		98.40
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	75	
Award Amount		7,380.00
Note to Buyer		
Attachments	No	

**62 Year 2: Non-Standard Labor Hour(s)**

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

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

Agreement Quantity	75
Award Amount	7,380.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		98.40
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	75	
Award Amount		7,380.00
Note to Buyer		
Attachments	No	

**63 Year 3: Athletic Turf Mowing Services**

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

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

Agreement Quantity	400
Award Amount	39,120.00
Savings	
Savings	

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

**64 Year 3: Lime Applied for PH Balance**

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

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

Agreement Quantity	7
Award Amount	6,316.80
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		988.98
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	7	
Award Amount		6,316.80
Note to Buyer		
Attachments	No	

**65 Year 3: Sulfur Applied for PH Balance**

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

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

Agreement Quantity	7
Award Amount	6,564.52
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	936.38
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	7
Award Amount	6,554.62
Note to Buyer	
Attachments	No

56 Year 3: Approved Topsoil

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

Agreement Quantity	10
Award Amount	655.62
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	60.38
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	10
Award Amount	603.80
Note to Buyer	
Attachments	No

57 Year 3: Clay Repair - Basic

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

Agreement Quantity	60000
Award Amount	6038.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1.50
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	80000
Award Amount	120,000.00
Note to Buyer	
Attachments	No

58 Year 3: Clay Repair - Premier

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

Agreement Quantity	80000
Award Amount	120,000.00
Savings	
Savings	

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



Attachment: No

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

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

Agreement Quantity: **20000**  
 Award Amount: **52,000.00**  
 Savings:  
 Savings:

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

**60 Year 3: Sod Repair: 6,800 to 19,799 sq. ft. of Bermuda Grass**

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

Agreement Quantity: **20000**  
 Award Amount: **36,400.00**  
 Savings:  
 Savings:

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

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

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

Agreement Quantity: **20000**  
 Award Amount: **28,000.00**  
 Savings:  
 Savings:

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

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

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

Agreement Quantity: **20000**  
 Award Amount: **52,000.00**  
 Savings:  
 Savings:

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

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

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Square Foot (Feet)  
Start Price  
Current Price

Agreement Quantity	20000
Award Amount	26,200.00
Savings	
Savings	

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

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Square Foot (Feet)  
Start Price  
Current Price

Agreement Quantity	20000
Award Amount	26,000.00
Savings	
Savings	

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

65 Year 3: Bahia Sod Installation

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Square Foot (Feet)  
Start Price  
Current Price

Agreement Quantity	400
Award Amount	372.00
Savings	
Savings	

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

66 Year 3: Laser Level Ballfield (No Rototill)

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Square Foot (Feet)  
Start Price  
Current Price

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

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

67 Year 3: Laser Level Ballfield with Recodill of Calcined Clay

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Square Foot (Feet)  
Start Price  
Current Price

Agreement Quantity	40000
Award Amount	4,800.00
Savings	
Savings	

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

68 Year 3: Rebuild Pitcher Mound

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Each  
Start Price  
Current Price

Agreement Quantity	10
Award Amount	11,444.40
Savings	
Savings	

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

69 Year 3: Ballfield Clay per 10-Cubic Yard

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Each  
Start Price  
Current Price

Agreement Quantity	20
Award Amount	30,889.80
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,544.49
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	30,889.80
Note to Buyer	

Attachment: No

**70 Year 3: Lip Repair (Minor)**

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

Agreement Quantity: **300**  
 Award Amount: **399,513.00**  
 Savings:  
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,331.71
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	300
Award Amount	<b>399,513.00</b>
Note to Buyer	
Attachments	No

**71 Year 3: Lip Repair (Major)**

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

Agreement Quantity: **300**  
 Award Amount: **676,365.00**  
 Savings:  
 Savings:

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

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

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

Agreement Quantity: **20**  
 Award Amount: **26,534.20**  
 Savings:  
 Savings:

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,326.71
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	<b>26,534.20</b>
Note to Buyer	
Attachments	No

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

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

Agreement Quantity: **20**  
 Award Amount: **4,411.20**  
 Savings:  
 Savings:

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

Response Price		220.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	00	00
Award Amount		4,811.20
Note to Buyer		
Attachments		No

74 Year 3: Rough Grading under 1000 cubic yards

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

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

Agreement Quantity	00
Award Amount	4,891.80
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		78.03
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	00	00
Award Amount		4,881.80
Note to Buyer		
Attachments		No

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

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

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

Agreement Quantity	00
Award Amount	4,819.20
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		76.99
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	00	00
Award Amount		4,619.20
Note to Buyer		
Attachments		No

76 Year 3: Rough Grading: 10,000+ cubic yards +

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

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

Agreement Quantity	00
Award Amount	4,451.20
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		73.87
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	00	00
Award Amount		4,432.00
Note to Buyer		
Attachments		No

77 Year 3: Standard Labor Hour(s)

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

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

Agreement Quantity	25
Award Amount	1,236.50
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	49.42
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	25
Award Amount	1,235.50
Note to Buyer	
Attachments	No

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

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

UCM Hour (s)  
Start Price:  
Current Price:

Agreement Quantity	10
Award Amount	650.00
Savings	
Savings	

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

**79 Year 4: Athletic Turf Mowing Services**

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

UCM Acre (s)  
Start Price:  
Current Price:

Agreement Quantity	400
Award Amount	39,900.00
Savings	
Savings	

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

**80 Year 4: Lime Applied for PH Balance**

Line Type: Quantity  
Item:  
Item Revision:  
Category Name: 780.00

UCM Ton (s)  
Start Price:  
Current Price:

Agreement Quantity	7
Award Amount	7,057.05
Savings	
Savings	

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

Attachment: No

**81 Year 4: Sulfur Applied for PH Balance**

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

Agreement Quantity	7
Award Amount	6,885.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		995.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		7
Award Amount		6,885.00
Note to Buyer		
Attachments		No

**82 Year 4: Approved Topsoil**

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

Agreement Quantity	10
Award Amount	520.00
Savings	
Savings	

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

**83 Year 4: Clay Repair - Basic**

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

Agreement Quantity	90000
Award Amount	93,600.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1.04
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		90000
Award Amount		93,600.00
Note to Buyer		
Attachments		No

**84 Year 4: Clay Repair - Premier**

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

Agreement Quantity	90000
Award Amount	153,600.00
Savings	
Savings	

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

Response Price		2.79
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	8000	60000
Award Amount		164,800.00
Note to Buyer		
Attachments		No

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

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	20000
Award Amount	53,000.00
Savings	
Savings	

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

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

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	20000
Award Amount	37,200.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1.96
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	20000	20000
Award Amount		37,200.00
Note to Buyer		
Attachments		No

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

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	20000
Award Amount	28,600.00
Savings	
Savings	

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

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

Line Type: Quantity  
 Item  
 Item Revision  
 Category Name: 790.00

UOM Square Foot (Feet)  
 Start Price  
 Current Price

Agreement Quantity	20000
Award Amount	53,000.00
Savings	
Savings	



Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	7.85
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20000
Award Amount	69,000.00
Note to Buyer	
Attachments	No

89 Year 4: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (6,600 to 19,789 sq. ft.)

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

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

Agreement Quantity	20000
Award Amount	69,000.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	37,200.00
Savings	
Savings	

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

91 Year 4: Bahia Sod Installation

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

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

Agreement Quantity	400
Award Amount	376.00
Savings	
Savings	

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

Attachment: No

**92 Year 4: Laser Level Ballfield (No Rototill)**

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

Agreement Quantity	40000
Award Amount	5,200.00
Savings	
Savings	

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

**93 Year 4: Laser Level Ballfield with Rototill of Calined Clay**

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

Agreement Quantity	40000
Award Amount	6,800.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		0.17
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	40000	40000
Award Amount		6,800.00
Note to Buyer		
Attachments		No

**94 Year 4: Rebuild Pitcher Mound**

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

Agreement Quantity	10
Award Amount	11,673.20
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1,167.32
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	10	10
Award Amount		11,673.20
Note to Buyer		
Attachments		No

**95 Year 4: Ballfield Clay per 19-Cubic Yard**

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

Agreement Quantity	20
Award Amount	23,346.40
Savings	
Savings	

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

Response Price		1,575.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	300	300
Award Amount		47,505.00
Note to Buyer		
Attachments		No

**96 Year 4: Lip Repair (Minor)**

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

UCM Each  
 Start Price: Start Price  
 Current Price: Current Price

Agreement Quantity	300
Award Amount	47,505.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1,585.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	300	300
Award Amount		477,505.00
Note to Buyer		
Attachments		No

**97 Year 4: Lip Repair (Major)**

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

UCM Each  
 Start Price: Start Price  
 Current Price: Current Price

Agreement Quantity	300
Award Amount	688,892.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		2,299.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	300	300
Award Amount		689,892.00
Note to Buyer		
Attachments		No

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

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

UCM Each  
 Start Price: Start Price  
 Current Price: Current Price

Agreement Quantity	20
Award Amount	27,167.00
Savings	
Savings	

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

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

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

UCM Each  
 Start Price: Start Price  
 Current Price: Current Price

Agreement Quantity	20
Award Amount	3,499.50
Savings	
Savings	

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

100 Year 4: Rough Grading under 1000 cubic yards

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Cubic Yard (s)  
Start Price  
Current Price

Agreement Quantity	80
Award Amount	4,776.20
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046	
Business Relationship	Spend Authorized	
Supplier Site		
Response Status	Active	
Shortlist Status	Included	
<b>Line Pricing</b>		
Response Price		793.89
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	80	80
Award Amount		4,776.40
Note to Buyer		
Attachments	No	

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Cubic Yard (s)  
Start Price  
Current Price

Agreement Quantity	80
Award Amount	4,711.80
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046	
Business Relationship	Spend Authorized	
Supplier Site		
Response Status	Active	
Shortlist Status	Included	
<b>Line Pricing</b>		
Response Price		78.53
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	50	50
Award Amount		4,711.80
Note to Buyer		
Attachments	No	

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

Line Type: Quantity  
Item  
Item Revision  
Category Name: 790.00

UOM: Cubic Yard (s)  
Start Price  
Current Price

Agreement Quantity	80
Award Amount	4,621.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046	
Business Relationship	Spend Authorized	
Supplier Site		
Response Status	Active	
Shortlist Status	Included	
<b>Line Pricing</b>		
Response Price		75.35
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	80	80
Award Amount		4,621.00
Note to Buyer		

Attachment: No

**103 Year 4: Standard Labor Hour(s)**

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

Agreement Quantity	25
Award Amount	1,280.25
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		50.41
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		25
Award Amount		1,280.25
Note to Buyer		
Attachments		No

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

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

Agreement Quantity	10
Award Amount	604.90
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		60.49
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		10
Award Amount		604.90
Note to Buyer		
Attachments		No

**105 Year 5: Athletic Turf Mowing Services**

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

Agreement Quantity	400
Award Amount	40,700.00
Savings	
Savings	

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

**106 Year 6: Lime Applied for PH Balance**

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

Agreement Quantity	7
Award Amount	7,195.17
Savings	
Savings	

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

Response Price		1,028.31
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		7
Award Amount		7,198.77
Note to Buyer		
Attachments		No

**107 Year 5: Sulfur Applied for PH Balance**

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

Agreement Quantity	7
Award Amount	6,819.33
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		974.18
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity		7
Award Amount		6,819.33
Note to Buyer		
Attachments		No

**108 Year 5: Approved Topsoil**

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

Agreement Quantity	10
Award Amount	530.20
Savings	
Savings	

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

**109 Year 5: Clay Repair - Basic**

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

Agreement Quantity	60000
Award Amount	96,400.00
Savings	
Savings	

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

**110 Year 5: Clay Repair - Premier**

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

Agreement Quantity	60000
Award Amount	185,200.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	2.70
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	80000
Award Amount	185,800.00
Note to Buyer	
Attachments	No

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

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

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

Agreement Quantity	20000
Award Amount	64,200.00
Savings	
Savings	

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

112 Year 5: Sod Repair: 6,800 to 19,799 sq. ft. of Bermuda Grass

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

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

Agreement Quantity	20000
Award Amount	37,800.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	29,200.00
Savings	
Savings	

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

Attachment: No

**114 Year 6: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (1 to 6,669 sq. ft.)**

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

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

Agreement Quantity	20000
Award Amount	54,200.00
Savings	
Savings	

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

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

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

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

Agreement Quantity	20000
Award Amount	37,800.00
Savings	
Savings	

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

**116 Year 6: Celebration Bermuda Sodding : Including materials, turf eradication, grading/topsoil and irrigation and turf application, etc. (19,800 sq. ft. +)**

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

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

Agreement Quantity	20000
Award Amount	27,000.00
Savings	
Savings	

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

**117 Year 6: Bahia Sod Installation**

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

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

Agreement Quantity	100
Award Amount	104.00
Savings	
Savings	

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



Response Price		0.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	400	400
Award Amount		624.00
Note to Buyer		
Attachments	No	

**118 Year 5: Laser Level Ballfield (No Retotill)**

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

Agreement Quantity	40000
Award Amount	6,200.00
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		0.15
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	40000	40000
Award Amount		6,200.00
Note to Buyer		
Attachments	No	

**119 Year 5: Laser Level Ballfield with Retotill of Calcined Clay**

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

Agreement Quantity	40000
Award Amount	9,200.00
Savings	
Savings	

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

**120 Year 5: Rebuild Pitcher Mound**

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

Agreement Quantity	10
Award Amount	11,906.20
Savings	
Savings	

	<b>Target Value</b>	<b>WORLD SPORTS TURF AND MARKETING LLC</b>
Business Relationship		Response: 22046
Supplier Site		Spend Authorized
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		1,190.62
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	10	10
Award Amount		11,906.20
Note to Buyer		
Attachments	No	

**121 Year 5: Ballfield Clay per 16-Cubic Yard**

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

Agreement Quantity	20
Award Amount	22,148.20
Savings	
Savings	

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

122 Year 5: Lip Repair (Minor)

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

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	300
Award Amount	415,683.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,386.51
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	300
Award Amount	415,683.00
Note to Buyer	
Attachments	No

123 Year 5: Lip Repair (Major)

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

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	300
Award Amount	703,689.00
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	2,345.83
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	300
Award Amount	703,689.00
Note to Buyer	
Attachments	No

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

Line Type: Quantity  
Item:  
Item Revision:  
Category Name: 780.00

UOM: Each  
Start Price:  
Current Price:

Agreement Quantity	20
Award Amount	27,710.20
Savings	
Savings	

Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship	Spend Authorized
Supplier Site	
Response Status	Active
Shortlist Status	Included
<b>Line Pricing</b>	
Response Price	1,386.51
Unit Price Savings	
Unit Price Savings Percent	
<b>Award Decision</b>	
Award	Yes
Award Quantity	20
Award Amount	27,710.20
Note to Buyer	

Attachment: \_\_\_\_\_ No

**126 Year 6: Base Anchor Removal and Reinstallation (Whole field)**

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

Agreement Quantity	20
Award Amount	4,589.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		729.40
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	20	
Award Amount		4,589.00
Note to Buyer		
Attachments		No

**126 Year 6: Rough Grading under 1000 cubic yards**

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

Agreement Quantity	80
Award Amount	4,870.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		81.18
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	80	
Award Amount		4,870.00
Note to Buyer		
Attachments		No

**127 Year 6: Rough Grading: 1,000 to 10,000 cubic yards**

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

Agreement Quantity	80
Award Amount	4,806.00
Savings	
Savings	

	Target Value	WORLD SPORTS TURF AND MARKETING LLC Response: 22046
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
<b>Line Pricing</b>		
Response Price		81.10
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award		Yes
Award Quantity	80	
Award Amount		4,806.00
Note to Buyer		
Attachments		No

**128 Year 6: Rough Grading: 10,000+ cubic yards +**

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

Agreement Quantity	80
Award Amount	4,611.00
Savings	
Savings	

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

Response Price		75.00
Unit Price Savings		
Unit Price Savings Percent		
<b>Award Decision</b>		
Award	Yes	
Award Quantity	80	80
Award Amount		4,511.00
Note to Buyer		
Attachments	No	

**129 Year 5: Standard Labor Hour(s)**

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

Agreement Quantity	25
Award Amount	1,285.00
Savings	
Savings	

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

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

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

Agreement Quantity	10
Award Amount	617.00
Savings	
Savings	

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

Last Downloaded: 8/14/2023 13:01



# Invitation to Bid

Athletic Turf Installation, Mowing, and Maintenance Services

ITB No. 24197

[HCFLGov.net/Vendors](http://HCFLGov.net/Vendors)  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

## IMPORTANT INFORMATION

SOLICITATION TYPE: Invitation to Bid

SOLICITATION NUMBER: 24197

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

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

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

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

ITB No. 24197

Page 1

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

**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](http://www.HCFLGov.net/vendors).

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

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



## 1. SPECIFICATIONS

### 1.1. Scope

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

### 1.2. Applicable Publications

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

#### 1.2.1 Reference this for all applicable standards:

[https://stma.org/sites/stma/files/STMA\\_Bulletins/ASTM\\_updated\\_for\\_2011.pdf](https://stma.org/sites/stma/files/STMA_Bulletins/ASTM_updated_for_2011.pdf)

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

### 1.3. Minimum Qualifications

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

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

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





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

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

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

#### 1.4. Minimum Requirements

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

#### 1.4.2 Equipment

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



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

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

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

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

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

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

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



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

#### 1.4.7 Sprigging of Athletic Fields with Bermuda Grass

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

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



Containing Nitrogen and/or Phosphorous date 11/17/2021.  
[https://library.municode.com/fl/hillsborough\\_county/ordinances/code\\_of\\_ordinances\\_part\\_a?nodeId=1119997](https://library.municode.com/fl/hillsborough_county/ordinances/code_of_ordinances_part_a?nodeId=1119997)

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

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

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

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

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

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

1.4.9. **Grading and Irrigations**

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



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



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

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

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

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

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

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

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

#### 1.4.10. Soil Preparation

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

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

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

#### 1.4.11. Sprig Application



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





**1.4.12. New Growth Maintenance**

- 1.4.12.1. Maintenance shall begin immediately following the last sprigging application and shall continue for a minimum of 90 days. The Contractor shall conduct the following maintenance tasks over the first 90 days after sprigging:
  - 1.4.12.2. Fertilize the entire sprigged areas, alternating one (1) application of 21-0-0 ratio with one (1) application of 15-0-15 ratio fertilizer mix 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 Contractor is responsible for the control of all diseases, insects, and weeds on the designated renovation areas from project inception to completion.
  - 1.4.12.6. The designated renovation areas shall be aeriated and Veri cut in two (2) different directions, during the final month of grow-in. This procedure shall be followed with a top dressing of sand, 46 tons per field. Any low areas shall be hand top dressed to help provide a smooth playing surface. Rolling the fields with a two and a half (2.5) ton double drum steel roller shall be made after the designated renovation areas are top dressed and the sand dragged into the grass mat.
  - 1.4.12.7. The Contractor shall be responsible for the operation and timing of the irrigation system on the field from project inception to completion. This is to include the straightening and adjusting of irrigation heads.
  - 1.4.12.8. Final Deliverable Condition: Any measured area of 25 square feet in the sprigged area shall be full of healthy certified High quality well rooted Celebration Bermuda grass growth, free of disease and insect infestation with no more than five percent (5%) open soil areas and no more than five percent (5%) weeds. Before payment is made for the services herein, all debris created as part of the work shall be removed from the site and properly disposed of.





**1.4.13. Sodding of Athletic Fields with Bermuda Grass**

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

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

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

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

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

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

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

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



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

**1.4.15. Soil Preparation**

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

**1.4.16. Grading/Topsoil and Irrigation**

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



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



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

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

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

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

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

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

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

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

#### 1.4.17. Turf Application

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

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



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

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



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

**1.4.18. Materials – Topsoil**

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

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

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

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

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

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

**1.4.19. Materials – Fertilizers**

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

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



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

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

- Half (0.5) pound actual nitrogen (N) per 1,000 square feet;
- One (1) pound actual phosphorus pentoxide (P<sub>2</sub>O<sub>5</sub>) per 1,000 square feet; and
- One (1) pound actual potassium oxide (K<sub>2</sub>O) per 1,000 square feet.

**1.4.20. Materials - Low pH Correction Materials**

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

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

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

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

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

**1.4.21. Materials - High pH Correction Materials**

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

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





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

#### 1.4.22. Materials - Sod and Sprigs

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





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

1.4.24. **Clay Work**

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

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

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

- Premiere clay work will be from Dura Edge products Recreational or Field Saver or approve equivalent, [https://duraedge.com/wp-content/uploads/2019/01/SELL-SHEET\\_2018-DuraEdge.pdf](https://duraedge.com/wp-content/uploads/2019/01/SELL-SHEET_2018-DuraEdge.pdf)
- Field Saver mix will be based on existing profile of the current infield mix determined by county staff,
- Used at tournament sites for softball/baseball. Sites determined by the county,
- Mix should be tilled in at 4”-6”,
- Finish grade should lay even to sod and not to sit higher than the crown of Celebration Bermuda,

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

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



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

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

1.4.26. **Mowing**

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

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

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



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



### 1.5 Preparation for Delivery

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

## 2. SPECIAL TERMS AND CONDITIONS

### 2.1 Allowance

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

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

### 2.2 Basis for Award (Overall Low)

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

### 2.3 Insurance, Contractor

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

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



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

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

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

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

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

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

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

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



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

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

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

**\$100,000.00** Limit Each Accident

**\$100,000.00** Limit Disease Each Employee

**\$500,000.00** Limit Disease Aggregate

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

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

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

**\$5,000.00** Medical Expenses - Any One Person

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

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

**\$2,000,000.00** General Aggregate

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

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

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

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





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

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

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

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

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

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

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

#### 2.4 Jessica Lunsford Act

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



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

**2.5 Optional Provision for Other Agencies**

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

**2.6 Purchase Order/Contract**

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

**2.7 Contract Period for Term Contract**

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

**2.8 Estimated Quantities**

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

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

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





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

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

**2.10 Ordering**

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



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

### **2.11 Termination for Convenience**

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

## **3.0 Definitions**

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

### **3.1 Agreement**

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

### **3.2 Amendment(s), Addendum, or Addenda**

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

### **3.3 Bid(s), or Bidder's Bid**

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

### **3.4 Bidder**

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

### **3.5 Blanket Purchase Agreement (BPA)**



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

### 3.6 Board of County Commissioners

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

### 3.7 Bond

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

### 3.8 Business Day(s)

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

### 3.9 Change Order

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

### 3.10 Close Date

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

### 3.11 Contract or Contract Documents

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

### 3.12 Contract Price

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



### 3.13 Contract Purchase Agreement (CPA)

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

### 3.14 Contract Time or Contract Period

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

### 3.15 Contractor

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

### 3.16 County

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

### 3.17 County Administrator

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

### 3.18 Day(s)

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

### 3.19 Designee

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

### 3.20 Earnest Money Deposit (EMD)

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

### 3.21 Electronic Bidding System



"Electronic Bidding System" shall mean Oracle iSupplier Portal.

### **3.22 Invitation To Bid**

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

### **3.23 Minimum Specifications**

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

### **3.24 Modification Agreement**

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

### **3.25 Notice**

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

### **3.26 Notice of Award**

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

### **3.27 Notice to Proceed**

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

### **3.28 Offer(s)**



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

**3.29 Offeror**

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

**3.30 Project**

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

**3.31 Project Manager**

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

**3.32 Proposal(s)**

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

**3.33 Proposer**

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

**3.34 Purchase Order**

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

**3.35 Quote(s)**

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

**3.36 Service(s)**



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

**3.37 Site(s)**

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

**3.38 Solicitation Document**

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

**3.39 Specifications**

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

**3.40 Subcontractor**

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

**3.41 Successful Bidder/Proposer**

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

**3.42 Surety**

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

**3.43 Unilateral Change Order**





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

#### 3.44 Work

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

#### 4.0 Instructions

##### 4.1 Bid Submissions

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

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

##### 4.2 Affirmative Action Business Enterprise Policy

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

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

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

ITB No. 24197

Page 35

HCFLGov.net/Vendors  
(813) 272-5790



Hillsborough  
County Florida  
Procurement Services



#### 4.3 Award of Contract and Rejection of Bids

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

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

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

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

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

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

#### 4.4 Bid Documents

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

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

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



#### **4.5 Bid/Proposal/Quote Pricing**

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

#### **4.6 Bid/Proposal/Quote Results**

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

#### **4.7 Bidder/Proposer Request for Interpretation of Solicitation Document**

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

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

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

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

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

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

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



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

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://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.



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

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

#### **4.15 Cone of Silence**

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

#### **4.16 Deviations**

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

#### **4.17 Drug Free Workplace Program**

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



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

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

#### **4.18 Electronic Payment Solutions**

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

For more information on ACH, go to:

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://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**



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

#### **4.23 Inspection of Samples**

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

#### **4.24 Licensing**

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

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

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

#### **4.26 No Assignment of Offers**

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





#### **4.27 Obtaining Clarification and/or Additional Information**

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

#### **4.28 Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

#### **4.29 Requested Information and Descriptive Literature**

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

#### **4.30 Responsibility Survey**

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

#### **4.31 Submittal Deadline**

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

#### **4.32 Taxes**

ITB No. 24197

Page 42

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

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

#### **4.33 Time Period Offer is Valid**

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

#### **4.34 Unbalanced Offers and/or Excessive Line Item Prices**

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

### **5. GENERAL TERMS AND CONDITIONS**

#### **5.1 Applicable Law**

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

#### **5.2 Changes in the Work/Change Orders/Modifications**

5.2.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or a written Modification Agreement executed by the Contractor and the County. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.





5.2.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

**5.3 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices**

**5.3.1 E-Verify**

5.3.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

5.3.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.3.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

5.3.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

**5.3.2 Legally Authorized Workforce**

5.3.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized



workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.3.2.1.1 that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.3.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.3.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.3.2.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.3.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

### 5.3.3 IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

5.3.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.3.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.3.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.



5.3.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.3.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.3.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.3.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.3.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.3.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.3.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.3.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

#### **5.4 Contractor Use of Hillsborough County for Marketing Prohibited**

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not



prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

#### **5.5 Contractor's Responsibilities**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

#### **5.6 County as Intended Beneficiary of Subcontracts**

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

#### **5.7 Emergencies**

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

#### **5.8 Failure to Perform**

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- 5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or
- 5.8.2 Terminate the Contract; and/or



5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.8.4 Pursue any and all other remedies available to the County.

**5.9 Fiscal Non-Funding/Availability of Funding**

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

**5.10 Force Majeure**

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

**5.11 Hand Sanitizer Ordinance (05-8)**

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

**5.12 Equal Employment Opportunity; Non-Discrimination Clause**

During the performance of this Contract, the Contractor shall comply with the following:

**5.12.1 Hillsborough County**

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real



estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

#### 5.12.2 State of Florida

5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.12.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.12.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.12.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.





5.12.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

### 5.12.3 Federal

5.12.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.



5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

**5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:**

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will





receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.12.4.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.12.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.12.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.**

### 5.13 Indemnification

5.13.1 General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product



and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

5.13.3 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **5.14 Injury and/or Damage Claims**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **5.15 Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

#### **5.16 Laws and Regulations**

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

#### **5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

ITB No. 24197

Page 54

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**5.17.1 813-272-5790,**

**5.17.2 StromerS@HCFLGov.net,**

**5.17.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor,  
Tampa, Florida 33602.**

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

5.17.4 Keep and maintain public records required by the County to perform the services.

5.17.5 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.17.6 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.17.7 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public



records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

#### **5.18 Maintenance of Records/Public Records Law**

5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

5.18.2 All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

5.18.3 All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

5.18.4 The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.



#### **5.19 No Assignment of Contract**

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

#### **5.20 Non-Exclusive Contract**

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

#### **5.21 Notices to Contractor**

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

#### **5.22 Notices to the County**

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

#### **5.23 Payment and Completion**

5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.





5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

5.23.4.1 The Work is defective;

5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

#### **5.24 Payment to Contractor by Electronic Payment Solution**

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

#### **5.25 Payment to Subcontractors**

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

#### **5.26 Performance Standards and Product Quality**

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

#### **5.27 Project Manager's Status**

ITB No. 24197

Page 58

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

**5.27.1 County's Representatives:** The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

**5.27.2 Rejecting Defective Work:** The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

**5.28 Severability**

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

**5.29 Solid Waste Collection and Disposal**

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.


**5.30 Starting the Work**

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

**5.31 Statement of Assurance**

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough County Florida**  
Procurement Services



agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

**5.32 Suspension of Work**

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

**5.33 Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135**

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.



## Attachment A – Equipment List

- ❖ Commercial Reel Lawn Mowers
- ❖ Commercial Rotary Mowers
- ❖ Tractor with at least 70HP and turf tires
- ❖ Tractor with at least 100HP
- ❖ Trailer with a minimum size of 25' and a gooseneck hitch
- ❖ Dual Slope Laser Grader
- ❖ Laser measurement equipment
- ❖ Soil renovator, tillage, and seedbed preparation equipment
- ❖ Professional Spraying equipment with a minimum capacity of 300 gallons
- ❖ Top Dresser with a minimum capacity of 4 cubic yards
- ❖ Frazee Mowing equipment with universe rotor.
- ❖ Seed and Fertilizer spreader with large capacity output
- ❖ Self-propelled blower
- ❖ Heavy-duty dump trailers with hydraulic lifts.
- ❖ Trucks with the gooseneck pin attachment



Invitation to Bid No. 24197

**Responsibility Survey**

In order to determine the lowest responsive and responsible Offeror for this project, Hillsborough County may mandate that the apparent lowest Offeror provide the following survey. **THE FAILURE OF AN OFFEROR TO PROVIDE ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING BY THE COUNTY THAT THE OFFEROR IS NOT RESPONSIBLE. HILLSBOROUGH COUNTY MAY RELY ON THIS INFORMATION IN ITS DECISION REGARDING THE AWARD OF THE CONTRACT FOR THIS PROJECT; THEREFORE, ANY MATERIALLY FALSE, MISLEADING, AND/OR INCOMPLETE INFORMATION THAT IS SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS SURVEY MAY RESULT IN THE COUNTY'S RESCISSION OF ITS AWARD RECOMMENDATION IF SUCH INFORMATION IS DISCOVERED BEFORE THE CONTRACT IS AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, IF APPLICABLE. IF IT IS DISCOVERED THAT THE OFFEROR HAS SUBMITTED MATERIALLY FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION IN RESPONSE TO THIS SURVEY AFTER THE CONTRACT HAS BEEN AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, THEN THE CONTRACT AWARD MAY BE RESCINDED BY THE COUNTY OR THE CONTRACT MAY BE TERMINATED.** Any questions concerning the requested information may be directed to the Hillsborough County Procurement Services Department buyer identified on the Solicitation.

\*If additional space is needed, please provide as an attachment.

Company Name: World Sports Turf & Marketing, LLC

Principal Officer: Roberto Gomide - acctfl@worldsportsusa.com

Company Address: 5688, Fishhawk Crossing Blvd #204, Lithi, FL 33547

Years in Business under Present Name: 28 years

Primary type of work your firm engages in: Sports Fields Renovations and Maintenance

\_\_\_\_\_  
\_\_\_\_\_

Years of experience in your primary type of work: 28 years

**Information and Documents to be provided**


**Provide copies of:**

1. IRS Substitute W-9.
2. Trade licenses, as required.
3. Certifications, as required.
4. Experience Modification Rate (EMR) verification letter for the most recent three (3) years.
5. Provide a copy of the current resume of the project manager and full-time job superintendent for the Offeror who will be used on this project for Hillsborough County, should the contract be awarded to the Offeror
6. Affirmative Action Plan/Program or Affirmation Action Plan Statement.  
(A written Affirmative Action Plan or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, an Affirmation Action Plan Statement is required.)
7. Employment data on current workforce form.
8. Executed DM/DWBE Sub contractor agreements, if applicable.
9. Good Faith Effort Determination form, if applicable.

**AFFIRMATION**

I hereby affirm that the information provided herein is true and complete to the best of my knowledge.

SIGNATURE OF AUTHORIZED OFFICIAL



---

PRINT NAME

Roberto Gomide

---

TITLE OF OFFICIAL

CEO and Founder

---

DATE:

05/03/2023

---

World Sports Turf & Marketing, LLC

---

**AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of World Sports Turf & Marketing to give equal opportunity of employment to all qualified persons without regard to:

- \* Age
- \* Sex
- \* Race
- \* Color
- \* Religion
- \* National Origin
- \* Mental or Physical Handicap
- \* Marital Status
- \* Sexual Orientation
- \* Gender Identity or Expression


and to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- \* Recruitment and Hiring
- \* Compensation and Other Employee Benefits
- \* Training
- \* Promotion and Demotion
- \* Layoff and Termination

It is also our policy to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Discrimination complaints should be directed to Roberto Gomide - CEO who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action.

  
\_\_\_\_\_  
Chief Executive Officer

Roberto Gomide  
\_\_\_\_\_  
Printed Name

05/04/23  
\_\_\_\_\_  
Date

Revised 09.28.2021

World Sports Turf & Marketing, LLC

---

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of World Sports Turf & Marketing to provide equal employment opportunity to present and prospective employees without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups.

World Sports Turf & Marketing will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

Roberto Gomide - CEO for World Sports Turf & Marketing is responsible for coordinating the day-to-day implementation and monitoring of the firm's affirmative action efforts. As the firm grows, every effort will be made towards achieving a balanced workforce representation of minority and women employees at all levels. We endorse this policy and give our support to the EEO goals as outlined in the statement.

  
\_\_\_\_\_  
Chief Executive Officer

Roberto Gomide  
\_\_\_\_\_  
Printed Name

05/04/23  
\_\_\_\_\_  
Date

**AFFIRMATIVE ACTION PLAN  
SELF-ANALYSIS**

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

Note:

The abbreviations used are as follows:

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

	MALES					FEMALES					TOTALS
	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI	
Officials & Managers	1		1					1			3
Professionals	1		1			1					3
Technicians											0
Sales Workers			1								1
Office & Clerical											0
Craftsman (Skilled)											0
Operatives (Semi-Skilled)	3		1			1					5
Laborers (Unskilled)											0
Services Workers											0
<b>All Job Categories*</b>	<b>5</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>12</b>

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN  
SELF-ANALYSIS**

After reviewing the self-analysis we find underutilization exists in the following categories *(based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target employment goals can be expressed as availability)*:

Note:

Please indicate **YES** if underutilization exists as specified above

Please indicate **NO** if underutilization does not exist as specified above

	MINORITY	FEMALE
Officials & Managers	NO	NO
Professionals	NO	NO
Technicians	NO	NO
Sales Workers	NO	NO
Office & Clerical	-	-
Craftsman (Skilled)	No	-
Operatives (Semi-Skilled)	NO	NO
Laborers (Unskilled)	-	-
Services Workers	-	-

Revised 09.28.2021



**AFFIRMATIVE ACTION PLAN  
GOALS**

World Sports Turf & Marketing has established the following hiring and employment goals and time tables to improve minority and female representation in underutilized categories as vacancies occur. *(The utilization analysis is based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target hiring goals can be expressed as percent of availability):*

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

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN  
CORRECTIVE ACTIONS**

1. World Sports Turf & Markt 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 & Markt is an Equal Opportunity Employer;
2. World Sports Turf & Markt will advertise position vacancies in local area newspapers. All such advertisements will state that World Sports Turf & Markt is an Equal Opportunity Employer;
3. World Sports Turf & Markt will reaffirm with all executive search firms and employment agencies that it is an Equal Opportunity Employer;
4. For professional-level vacancies, including those requiring a specialized education, the placement offices at the local area colleges and other post-secondary schools will be contacted;
5. Department managers will be made aware of the problem areas identified in the firm's self-analysis and the Equal Employment Opportunity policy will be reaffirmed to them;
6. An Applicant Flow Log will be maintained to aid in the analysis of our recruiting efforts and procedures;
7. The selection and promotion processes will be constantly analyzed to seek out and eliminate any barriers to the hiring and upward mobility of all applicants/employees;
8. All employees are familiarized with the firm's Equal Employment Opportunity Policy and Affirmative Action Plan, are given access to these documents and are made aware of the commitment of World Sports Turf & Markt to ensure equal opportunity to all.

Revised 09.28.2021

**AFFIRMATIVE ACTION PLAN  
COMPLAINT PROCEDURE**

Any applicant or employee of World Sports Turf & Mark, who feels that they have been discriminated against in filling a position or assignment, in being granted a promotion or other opportunity, or in an administrative action, may bring the matter to the attention of World Sports Turf & Mark through their supervisor, or through the EEO Coordinator, Roberto Gomide - CEO. The following is the procedure for processing and resolution of complaints of discrimination:

1. Contact Roberto Gomide - CEO, EEO Coordinator, to report the complaint;
2. Describe complaint, providing details of what occurred;
3. Within 10 days of receiving the complaint, the EEO Coordinator will conduct a thorough investigation of the complaint. A report detailing the results of the investigation will be submitted to the employee (or applicant), his/her supervisor, and principals of the firm within 30 days;
4. Appropriate corrective action will be taken in all instances where the complaint has basis.

  
\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Roberto Gomide  
Printed Name

\_\_\_\_\_  
05/04/23  
Date

Revised 09.28.2021

World Sports Turf & Marketing, LLC

---

**STATEMENT OF ADHERENCE TO REGULATIONS REQUIRING NONDISCRIMINATION IN THE  
EMPLOYMENT OF HANDICAPPED PERSONS, DISABLED VETERAN'S AND VETERANS OF THE VIETNAM  
ERA**

It is the policy of World Sports Turf & Marketing to seek out and employ qualified personnel at all locations and facilities, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation, benefits, promotion, transfer, and termination. To achieve this, World Sports Turf & Marketing is dedicated to take affirmative action to employ and advance in employment qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

World Sports Turf & Marketing is resolved to take voluntary, positive, business-oriented action which will contribute to the furtherance of the spirit and intent of Federal, State and Local legislation, government regulations and executive orders by providing affirmative action and equal employment opportunity to handicapped persons, disabled veterans, and veterans of the Vietnam Era.



Chief Executive Officer

Roberto Gomide

Printed Name

05/04/23

Date

World Sports Turf & Marketing, LLC

---

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

World 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.

  
\_\_\_\_\_  
Chief Executive Officer

Roberto Gomide

Printed Name

05/04/23

Date

Revised 09.28.2021

## Attachment A- Equipment List

Equipment	Type of Equipment	Manufacturer	Year
2015 Toro RM 3100D	Reel Mower	TORO	2015
John Deere 3 Gang	2017 John Deere Mower	John Deere	2017
5 GANG REEL MOWER JOHN	2013 5 Gang Reel Mower John	John Deere	2013
5 GANG REEL MOWER JOHN	Tractor 5065 E	John Deere	2011
2011 TORO RM 3100D GA	2011 TORO RM 3100D GA	Toro	2011
Tractor 7700	TRACTOR	John Deere	2011
Toro 3 Gang Mower	REEL MOWER	Toro	2016
John Deere 2653 B Mower	REEL MOWER	John Deere	2022
Gravelly Zero Turn	ZERO TURN MOWER	GRAVELLY	2020
John Deere Z950M	ZERO TURN MOWER	John Deere	2022
John Deere 648 R	ZERO TURN MOWER	John Deere	2022
SBX72 72 IN BOX BLADE TRACTOR ATTACHMENT	BOX BLADE TRACTOR	BUSH HOG	2014
Laser - Custom 8" Dual 3PT Hitch	LASER Grade	Laser Forcre, LLC	2022
Koro Field Topmaker	Fraze Mower & Universe Rotor	IMANTS	2017
Dump Trailer - 8 Ton	DUMP TRAILER	JBM	2017
Dump Trailer - 8 Ton	DUMP TRAILER	JBM	2018
Blec 1500 Dual Slope	Laser Grade Box Plane	BLEC	2019
Spectra Laser Receiver	Spectra Laser Receiver, plumb indicator, control box	FLT Geosystem	2022
Kubota L6060	TRACTOR	KUBOTA	2020
Imants RootPruner	Rootpruner	IMANTS	2019
Southern Arc Trailer 14'	Trailer	TRAILER GUY	2020
RECYCLE DRESSER	Recycle Dresser	IMANTS	2016
Toro Aerothatch 83	2017 Toro Aerothatch 83 RED	TORO	2017
VERTI-QUAKE 2516	AERATOR	REDEXIM	2017
BUSHHOG ATTACHMENT	18' Trailer (Bumper Pull)	LOUD	2008
2013 FORD F150	WORK VEHICLE	FORD	2013
2006 BOMAG ROLLER	2006 BOMAG ROLLER	BOMAG	2006
Toro WMHD	2015 Toro Utility Cart HD	TORO	2015
2019 DODGE RAM 1500 G	WORK VEHICLE	DODGE	2019
2019 DODGE RAM 1500 W	WORK VEHICLE	DODGE	2019
TORO SP3040	2014 Toro Sp3040	TORO	2014
18' Trailer (Bumper Pull)	Trailer	WorldWide	2021
Workman WM HD	Utility Vehicle	TORO	2015
BWSAS MFWD TANDEM ROLLER	TANDEM ROLLER	BOMAG	2006
KUBOTA MX4800	TRACTOR	KUBOTA	2016
KUBOTA M4700	TRACTOR	KUBOTA	1999
Tractor - 5065 E	TRACTOR	John Deere	2017
2022 DODGE RAM 1500	WORK VEHICLE	DODGE	2022
Cat 320- Bucket Clean	Cat 320 Bucket	JMA	2022

Trench IT 400 Wheel with Elevator	TRENCHER WHEEL	STEC	2022
Generator GP 8000 E	GENERATOR	Generac	2022
Welder/Generator	GENERATOR	Hobart	2022
Terra Spike GXi6	AERATOR	Widenmann	2022
TORO MP5700-D W/1725	SPRAYER	TORO	2004
Sprayer 300 Gal- MP 5700 D	SPRAYER	TORO	2004
LELY TOW BEHIND PREADER	2019 Lely Broadcast Spreader	LELY	2019
Walk 50LB Spreader	SPREADER	Andersons	2015
Walk 50LB Spreader	SPREADER	Andersons	2016
Walk 50LB Spreader	SPREADER	Andersons	2017
PFS250L SPREADER	SPREADER	MOWER KING	2019
WFR TOW BEHIND SPREADER	TOW BEHIND SPREADER	LELY	2019
Toro Proforce Blower	BLOWER	TORO	2020
BUFFALO BLOWER CKB4	BLOWER	CYCLONE	2015
SPADER MACHINE IMANTS	Soil tillage and seedbed preparation	IMANTS	2017
ROTOTILLER	ROTOTILLER	SUIHE	2019
TXG40 37 IN. TRACTOR ROTOTILLER	TRACTOR ROTOTILLER	MOWER KING	2019
Del Morino TSS2	Power Harrow with Mesh Roller and Leveling Blade	Del Morino	2022
TY-CROP PRO PASS	TOP DRESSER	TY	2003
TopDresser Propass 180	Top Dresser	Ty-Crop	2003
Dakota 440 TurfTender	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





# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

World Sports Turf & Marketing, LLC does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



\_\_\_\_\_  
Offeror's Signature

05/03/2022

Date

C:\Users\arian\Dropbox\World Sports Turf & Marketing, LLC FL\Operations\Bid & Price List Docs\Hillsborough -24197 (\$8M)\Drug Free Workplace Form (1).docx



**2023 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/22

**This Certificate Expires on December 31, 2023**

<u>Business Name and Location Address</u>	<u>Certificate Number</u>
WORLD SPORTS TURF & MARKETING, LLC WORLD SPORTS TURF 4652 EAGLE FALLS PL TAMPA, FL 33619-9613	39-8013673587-4

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](http://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
  - Veteran's Day
  - Thanksgiving Day and the day after Thanksgiving
  - Christmas Day and one additional day as designated by County Manager

### **2. WORK AUTHORIZATION.**

- 2.1. Any Work required under this Agreement shall be authorized by issuance of formal, written Notice to Proceed (NTP) from Alachua County, based on the Scope of Work (**Exhibit 5**).
- 2.2. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 2.3. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

### **3. SCHEDULING OF WORK**

- 3.1. The County will issue a NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the NTP. Any preliminary work started or material ordered or purchased before receipt of the NTP shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 3.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.

- 3.3. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 3.4. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

**4. CONTRACTOR'S RESPONSIBILITIES:**

- 4.1. The Contractor shall supervise, perform and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. The Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 4.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

**5. DESIGN:**

- 5.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 5.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total Project cost, unless properly justified and approved by the County.

**6. ALACHUA COUNTY-FURNISHED UTILITIES:**

- 6.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 6.2. Water:
  - 6.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
  - 6.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be

coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

6.3. Electricity:

6.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

6.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

**7. PROCEDURES:**

7.1. Pre-Construction Conference: After execution of the Agreement for the Work between the County and the Contractor, and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

7.2. The Work of this Agreement shall be determined by the Quote and Schematic (**Exhibit 3**). The Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

7.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

7.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

**Exhibit 3: Quote/Pricing Schedule**



---

**PROPOSAL**

---

CUSTOMER: ALACHUA COUNTY PARKS AND OPEN SPACE  
PROJECT: JONESTOWN SOCCER PARK – RENOVATE SOCCER FIELD 2 AND FIELD 3  
PROPOSAL DATE: JANUARY 22<sup>ND</sup>, 2024  
PROJECT ADDRESS: 3401 NW 143rd St, Gainesville, FL 32606  
DATES: SPRING 2024

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

A handwritten signature in black ink, appearing to read "Luis Laretti".

**Luis Laretti, President**

**PREMISES**

Alachua County Parks has interested in piggy-back World Sports Turf contract with Hillsborough County Parks to renovate 2 soccer fields at Jonesville Park Soccer Complex under line Item 12:

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

**SCOPE OF WORK**

World Sports will renovate the Soccer Field 2 and Soccer Field 3 at Jonesville Park Soccer Complex which consist in 2.7 acres each field, with a total area of 5.4 acres (235,224 sq ft). The renovation consists in kill the existing grass, rototill existing material, laser level the field and resod with big rolls of Bermudagrass (Celebration, Bimini or Tifway 419).

- Spray Round up with Fusilade 3 times every 7-10 days to kill existing grass and weeds.
- Remove irrigation heads.
- Rototill existing material at 4-6" deep.
- Remove clipping and excess dead material.
- Laser Level field and follow natural slope of the field.
- Reinstall irrigation heads.
- Fertilize field with granular fertilizer and pre-emergent herbicide.
- Install Big Rolls of Bermudagrass Sod.
- Roll the sod.
- Fertilize field with 5-10-15 granular fertilizer.

**PROJECT COST SUMMARY**

Description – 235,224 sq ft to renovate	
Line item 12 -	\$ 1.25 / sq ft
Includes Labor, Service, Mobilization.	
<b>Total for services</b>	<b>\$294,030.00</b>
Bond fees	\$9,000.00
<b>Total for project</b>	<b>\$303,030.00</b>

## 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 – 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, [sanzc@hillsboroughcounty.org](mailto:sanzc@hillsboroughcounty.org). (813) 267-6439. World Sports was awarded a contract as the low bidder to renovate 160 sports fields, approximately 40 per year. The purchase order requires eliminating the previous grass, leveling/grading the fields, removal of irrigation, installing new sod or sprigs, remediating and restoring clay areas.

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

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

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

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

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



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.



## TERMS & CONDITIONS

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

**Exhibit 4: Insurance**

**TYPE "A" INSURANCE  
REQUIREMENTS "ARTISAN  
CONTRACTORS / SERVICE CONTACTS"**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

**CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**



Exhibit 4-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fearnow Insurance, Inc. P.O. Box 1788 Mango FL 33550		<b>CONTACT NAME:</b> Commercial Team <b>PHONE (A/C No. Ext.):</b> (813) 689-8878 <b>E-MAIL ADDRESS:</b> commercial@fearnowins.com <b>FAX (A/C No.):</b> (813) 689-8236	
<b>INSURED</b> World Sports Turf & Marketing LLC 566B Fishhawk Crossing Blvd #204 Lithia FL 33547-5900		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Southern Owners 10190 INSURER B: Auto Owners Insurance 18988 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2023-2024 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LDC <input type="checkbox"/> OTHER	X	20774981	5/17/2023	5/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5177498100	5/17/2023	5/17/2024	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		5177498101	5/17/2023	5/17/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rented Equipment		20774981	5/17/2023	5/17/2024	Limit 150,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is Additional Insured on the General Liability with respect to activities of named insured, per terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b> Alachua County Board of County Commissioners c/o Parks & Open Space 210 SE 134th Avenue Micanopy, FL 32667	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R. Fearnow, CIC/SHERI
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)  
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>TAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Employers Assurance Company 25402 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> World Sports Turf & Marketing  3808 S Nine Dr  Valrico FL 33596			

**COVERAGES** **CERTIFICATE NUMBER:** 3389117 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EIG522662400	04/21/2023	04/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Payments Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Alachua County Board of County Commissioners 210 SE 134th Avenue  Micranopy FL 32667	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**EXHIBIT 5: NOTICE TO PROCEED**

**NTP No.:** \_\_\_\_\_ **Agreement No.:** \_\_\_\_\_

**Invoice/Billing Reference No.:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**County:** Alachua County, a Charter County and political subdivision of the State of Florida

**Date Issued:** \_\_\_\_\_

**County Project Manager:**

**Contractor:** \_\_\_\_\_

**Contractor's Address:** \_\_\_\_\_

**Architect/Engineer:** \_\_\_\_\_

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain General Construction Agreement No. \_\_\_\_\_ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- DRAWINGS/PLANS/SPECIFICATIONS
- SCOPE OF WORK
- SPECIAL CONDITIONS
- SCHEDULE OF VALUES
- \_\_\_\_\_

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Contract, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Contract, the Contract shall prevail.

**TIME FOR COMPLETION:** The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within \_\_\_\_\_ ( ) calendar days of this NTP with Final Completion occurring \_\_\_\_\_ ( ) calendar days after Substantial Completion.

**METHOD OF COMPENSATION:**

This Notice to Proceed is issued in accordance with the terms of the General Construction Agreement No. \_\_\_\_\_, dated \_\_\_\_\_.

The amount paid for this job shall be:  
\$ \_\_\_\_\_.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the Parties hereto agree to this Notice to Proceed and have executed it on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**CONTRACTOR**

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Alachua County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Print Name and Title

**ARCHITECT/ENGINEER/COUNTY (as applicable)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Print Name and Title

**EXHIBIT 6: PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Witnesses as to Contractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**SURETY**

SIGNATURE: \_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

**EXHIBIT 7: PERFORMANCE BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1. complete the Agreement in accordance with its terms and conditions; or
- 2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Witnesses as to Contractor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_



**SURETY**

SIGNATURE: \_\_\_\_\_ SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

**EXHIBIT 8: CONTRACTOR’S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the “Contractor.”

(2) Contractor, pursuant to that certain General Construction Agreement No. \_\_\_\_\_ (“Agreement”) with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, materials, and services for Bid or RFP No. \_\_\_\_\_; \_\_\_\_\_, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ \_\_\_\_\_.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement (“Claimants”), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.

(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

**Contractor:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witnesses

[Corporate Seal]

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Personally Known OR Produced Identification \_\_\_\_\_

**EXHIBIT 9: FINAL PAYMENT BOND WAIVER FORM**

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

**OWNER:** Alachua County, a charter county and political subdivision of the State of Florida

**CONTRACTOR:** \_\_\_\_\_

**PROJECT:** General Construction Agreement No. \_\_\_\_\_ (“Agreement”) for labor, materials, and services for Bid or RFP No. \_\_\_\_\_ Alachua County \_\_\_\_\_

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ \_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_ (insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

Claimant: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

Title: \_\_\_\_\_

(Print Title)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_