



Solicitation No. 7762,1

1.1 General Information

Title **IFB No. 7762: Grounds Maintenance, Records, Warehouse & Police (Sheltered)**
 Description **988-36: Grounds Maintenance, Central Records, Consolidated Warehouse, and Police Headquarters (Sheltered)**

The work includes mowing, weed-eating, clearing hard surfaces, edging, litter pick-up, horticultural services, lawn sweeping, landscaping, irrigation system monitoring, irrigation system repairs, mulching, and palm, tree and shrub trimming.

Amendment Date **23-SEP-2020 04:38:06**
 Amendment Description **Amendment No. 1: To extend the solicitation close date to October 6, 2020, at 3:00 p.m.**

Preview Date	23-SEP-2020 04:38:08	Open Date	23-SEP-2020 04:38:08
Close Date	06-OCT-2020 15:00:01	Award Date	Not Specified
Time Zone	Eastern Time	Buyer	Cook, Angelique
Quote Style	Blind	Email	angelique.cook@stpete.org
Outcome	Blanket Purchase Agreement		

Note The deadline for questions regarding this solicitation is September 29, 2020, at 12:00 p.m.

Please direct all questions, in writing to Angel Cook at angelique.cook@stpete.org.

1.2 Terms

Effective Start Date	01-DEC-2020	Effective End Date	30-NOV-2023
Ship-To Address	Ship To Requesting Department Saint Petersburg, FL 33701 United States	Bill-To Address	ACCOUNTS PAYABLE FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States
Payment Terms	NET 30	Carrier	Common Carrier
FOB	FOB Destination	Freight Terms	Prepaid
Currency	USD (US Dollar)	Price Precision	2
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

Section A - Profile
1. Company name (full legal name).
Type
Provide your answer below

Section A - Profile
<p>2. Federal identification number.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>3. Street address, telephone, P.O. Box, zip code, state and email.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>4. Company ownership. If incorporated, the state and date of incorporation.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>5. Year the company was founded.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>6. Address and phone number of the office providing the service.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>

Section A - Profile
<p>7. Name, phone number and title of contact person. This person must be capable of committing the company to an agreement with the City.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>8. Number of employees, both locally and nationally.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>9. Number of years company has operated under this name.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>10. Brief description of the nature of the company's business.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>11. Number of years company has been in present business.</p> <p>.....</p> <p>Type</p> <p>.....</p>

Section A - Profile
Provide your answer below
12. Type of business organization (sole proprietorship, partnership, corporation, limited liability company). Type Provide your answer below
13. Company's bank of record. Type Provide your answer below
14. Is the bidder registered with the Florida Department of State, Division of Corporations (Sunbiz)? (Y/N) Type Circle one from the response values below: NO YES
15. Is the bidder a City certified SBE? (Y/N) Type Circle one from the response values below: NO YES
16. Describe any litigation that the bidder has been a party to in the last five years where it was alleged that the bidder breached a contract for similar services with a client/customer and describe any contracts for similar services that the bidder failed to complete for similar services. Describe the facts and status of any such litigation or contract. Type Provide your answer below

Section A - Profile
<p>17. Identify any government entity that has debarred or otherwise prohibited the Bidder from responding to its competitive solicitations within the last five years. Describe the circumstances surrounding such debarment or other prohibition.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
Section B - Requirements
<p>1. Bid Acceptances Period</p> <p>The bidder confirms that prices will remain firm for a period of ninety (90) days. (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
<p>2. Warranty</p> <p>The bidder fully warrants all material, equipment and services against poor and inferior quality or workmanship for a period of one (1) year from date of final acceptance. Copies or descriptions of all manufacturer's(s') warranties shall accompany bid for the item(s) proposed. The description(s) shall include the length and scope of the warranties. (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
<p>3. Cash Discount</p> <p>Will the bidder offer 2% 10 days discount to the stated payment term. (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
<p>4. Permits</p> <p>The bidder certifies that at his or her expense shall obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and</p> <p>shall give all public notices necessary for the lawful performance of the contract. (Y/N)</p>

Section B - Requirements
<p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>5. Insurance</p> <p>The bidder hereby certifies that he or she has reviewed and understands the insurance requirements specified in the IFB. Should the bidder be awarded the contract for the work, bidder further certifies that it can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of St. Petersburg as additional insured for the work specified. (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
<p>6. License</p> <p>The bidder certifies that he/she possess a valid State of Florida Contractor's License for the classification(s) of work specified in the contract documents. Bidders must show copies of their contractor's license number, classification and expiration date on their bid. Please attached a PDF of your license.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
Section C - Public Records Laws
<p>1. The bidder acknowledges that its bid is subject to Public Records laws (Chapter 119, Florida Statutes). (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
<p>2. Has the bidder identified any trade secrets or confidential information in its bid? (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>NO</p> <p>YES</p>
Section D - Exceptions
<p>1. The bidder certifies that it takes no exceptions to the terms and conditions of the solicitation. (Y/N)</p> <p>.....</p> <p>Type</p> <p>.....</p>

Section D - Exceptions
Provide your answer below
2. If exceptions are taken, specify in the space provided.
..... Type
..... Provide your answer below

1.4 Attachments

Name	Data Type	Description
Base Agreement, Regular Scheduled Services	File	Base Agreement, Regular Scheduled Services
IFB 7762 Appendix A - Scope of Services	File	IFB 7762 Appendix A - Scope of Services
IFB 7762 Appendix B - Bid Form	File	IFB 7762 Appendix B - Bid Form
IFB 7762 Appendix C - Schedule of Services	File	IFB 7762 Appendix C - Schedule of Services
IFB 7762 Appendix D - Self Inspection Form	File	IFB 7762 Appendix D - Self Inspection Form
IFB 7762 Attachment to Appendix A - Technical Requirements	File	IFB 7762 Attachment to Appendix A - Technical Requirements

2 Price Schedule

2.1 Line Information

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1	Please enter cost per month for Item No. 1: Consolidated Warehouse		MONTH			
2	Please enter cost per month for Item No. 2: Central Records		MONTH			
3	Please enter cost per month for Item No. 3: Police Department Headquarters		MONTH			
4	Please enter hourly rates for additional services not classified in the Scope of Services		HOUR			

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART A: SCOPE OF SERVICES

Scope of Services

See Section 1.4 Attachments, Appendix A, Scope of Services.

PART B: INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

Bid - Instructions to Bidders, Services

Intent

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

Definitions

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

Bidder: The term bidder means the offeror.

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

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

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

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

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

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

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

SBE: A SBE (Small Business Enterprise) is defined by St. Petersburg City Code, Section 2-231-2-237 as an independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services or construction. The business must have been in operation for at least one (1) year and must serve a commercially useful function; have 50 full-time employees or less; annual sales volume of \$5 million or less for goods/services/supplies and \$8 million for construction; domiciled in Pinellas, Hillsborough, Pasco, Manatee, or Polk counties; and must be certified by the City's Greenhouse.

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

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

Preparation of Bids

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

Explanations to Bidders

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

Bid Guarantee

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

Contract and Bonds

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

Submission and Receipt of Bids

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

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

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

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

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

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

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

17. Late bids shall be rejected.

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

Compliance

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

Acceptance of Offers

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

Firm Prices

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

Estimated Quantities

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

F.O.B. Destination

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

Cash Discounts

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

Mistakes in Bids

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

Award

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

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

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

Method of Award Small Business Enterprise (SBE)

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

- 15% on low bids from \$0 - \$1,500
- 10% on low bids from \$1,500 - 19,999
- 9% on low bids from \$20,000 - 39,999
- 8% on low bids from \$40,000 - 59,999
- 7% on low bids from \$60,000 - 79,999
- 6% on low bids from \$80,000 - 99,999
- 5% on low bids from \$100,000 - 149,999
- 4% on low bids from \$150,000 - 249,999
- 3% on low bids from \$250,000 - 499,999
- 2% on low bids from \$500,000 - 999,999
- 1% on low bids from \$1,000,000 or more

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

Environmentally Preferable Purchasing

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

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

Brand Names

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

Variations of Specifications

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

Quality

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

Timely Delivery

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

Copyright or Patent Rights

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

Conflict of Interest

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

Taxes

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

Compliance with Orders and Laws

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

- a. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rates of pay, or other compensation methods, and training selection.
- b. Occupational, Safety, and Health Act (OSHA)
- c. The State of Florida Statutes Section 287.133(a) on Public Entity Crimes

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

Default of Contract

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

Modifications or Changes in the Contracts

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

Order of Precedence

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

Data Collection

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

Public Records Requirements and Trade Secret Exemption

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

Statutory exemptions for "trade secrets" may be available.

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

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

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

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

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

Public Entity Crimes

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

Vendor Registration

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

Disputes and Complaints

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

Discrimination

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

Prohibited Communication

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

Living Wage

54. It is the policy of the City of St. Petersburg, in accordance with Municipal City Code 2-274-2-276, to require all contractors and subcontractors providing goods or services to the City where the average annual contract amount exceeds five hundred thousand dollars (\$500,000) having greater than 25 employees to pay a living wage to their employees. Each contractor that utilizes a subcontractor must inform the subcontractor, prior to the time the subcontractor offers its price to such contractor, of its obligation to pay a living wage to its employees.

Health In All Policies

55. Pursuant to Executive Order EO-2018-04, it is the policy of the City to apply the consideration of health, health impacts, and the social determinants of health to the City's decision-making, including the delivery of services and procurement of supplies and construction. Contractors are encouraged to propose services, supplies and construction that promote health to the greatest extent practicable in their responses to City solicitations. Contractors are further encouraged to provide workplaces that promote the health and well-being of their employees.

Consideration of Sea Level Rise and Resiliency

56. It is the policy of the City to apply the consideration of sea level rise and resiliency to the City's decision-

making, including in the procurement of City construction projects. Bidders are encouraged to provide documentation addressing the following:

- a. Whether the project considers the latest regional best available science regarding the effects of sea level rise, climate-related vulnerability and resiliency in St. Petersburg;
- b. Whether the project affects an area that is vulnerable to the impacts of sea level rise;
- c. Whether the project will increase the resiliency of the City with respect to sea level rise;
- d. Whether the project is compatible with the City's sea level rise mitigation and resiliency efforts.

PART C: BASE AGREEMENT

Base Agreement Provision

**BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS**

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

Base Agreement - Services Contract

See Section 1.4 Attachments.

PART D: SPECIAL PROVISIONS FOR SERVICES

Special Provisions for Services

1. Identification of Employees

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

2. Background Check

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

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

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

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

3. Multiple SourceAward

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

4. Product Labels and MSDS

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

In compliance with Florida's Occupational Health and Safety Statue (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; (c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e)

description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. Orders and Invoices

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

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

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

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

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

6. Accessibility

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

7. Damage

a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be

responsible for restoring or replacing any equipment, facilities, and other property so damaged.

b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

8. Completion of Work

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

9. Summary of Total Sales

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

10. Performance Evaluation

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

11. Insurance Certificate Maintenance

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