

FRIDAY, SEPTEMBER 26, 2025

FLORIDA SENTINEL BULLETIN PUBLISHED EVERY FRIDAY

PAGE 14-B

LEGAL NOTICE

**Notice Under Fictitious Name Law
Pursuant To Section 865.09, Florida Statutes**

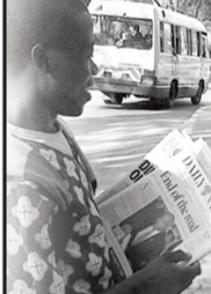
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of **El Shaddai's Beauty** at **1313 East Fletcher Avenue**, in the County of **Hillsborough**, in the City of **Brandon, Florida 33612** intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.

Dated at **Tampa, Florida**, this **12th** day of **September 2025**.

Sole Owner(s)
Melanee Eslamy

EMPLOYMENT

ROUTE PERSON NEEDED!



**Must Be 18 Years
Of Old or Older**

**Must Have
Reliable Transportation**

**Stop By Our Office At:
2207 E. 21st Ave.
Tampa, FL 33605
To Apply**

ROOMS FOR RENT

Progress Village Area

Room For Rent
Nice Shared Home
Near Busline
\$175.00-\$210.00/Weekly
Deposit Required

**Call Darryl
813-697-4726**

**Available Now!
Furnished Room**

\$850.00/Monthly
Deposit Required
Utilities Included
Must Be Receiving
SS Or SSI

Call 352-410-1652

**INVITATION TO BID
SHELTERED MARKET SOLICITATION**

Sealed Bids from City of Tampa Certified Small Local Business Enterprises for the furnishing of the following will be received by the Director of Purchasing, City of Tampa.

**10:00 A.M. 10/2/25
PVC Sewer Pipe Fittings, SDR35 (SMS)**

2:30 P.M. 10/27/25

Sod Delivered or Delivered and Installed (SMS)

**3:00 P.M. 10/28/25
WTE Facility Plumbing Services (SMS)**

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: **9/26/2025**

**Deanna Faggart, CPPO
Director of Purchasing
City of Tampa, FL
2555 E. Hanna Avenue
Tampa, FL 33610**

**FREE-LANCE ADVERTISING
SALES REP. NEEDED**
SALES
Experience In QuickBooks

Job Description:

- No Experience Needed, Only Need To Be Highly Motivated And Ready To Work.
- Advertising Account Salesperson
- Unlimited Earning Potential
- Competitive Commission Plan
- Will Be Provided With Marketing Materials And All Product Training.

**For more information
and application submissions,
please come to our office @
2207 E. 21st Avenue
(Corner of And Street and 21st Avenue)**

**Or contact us at
813-248-1921 Ext 402**

**Palm Inn
I-275/Fletcher Avenue**

1-2 People
Starting @
\$275.00/Weekly
Includes: Private Bath,
Bed, Refrigerator
Microwave And TV

813-361-3953

**DOWNLOAD
THE NEW
ONLINE
COLOR
EDITION**

Scan The QR Code Below
Then Log In Or Register To
Download Your Copy.

**TO PURCHASE A COPY OF
THE ONLINE COLOR EDITION
OF THE FLORIDA SENTINEL**

Download QR Code Reader From



**Move-In Special
No Deposit
Near Downtown
University Area**

\$200.00/Weekly/And Up
Washer/Dryer,
Cable \$20.00/Monthly
Must Be Drug Free
And Employed

813-445-2685

Palm River Area

**Christian/Seniors
Preferred**
Kitchen Access
Shared Bathroom
\$700.00/Monthly
\$100.00/Deposit
Must Have
Verifiable Income

Call 813-609-3746

**SPREAD THE WORD
ADVERTISE IN THE BUSINESS DIRECTORY**
For more information,
call **813-248-1921** ask for **LaVora**



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

DATE: December 22, 2025
TO: DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director of Purchasing
FROM: Erin Ellis
SUBJECT: **Bid Award Recommendation**

Below is a listing of the bids received under **ITB# 25-P-00334, Sod Delivered or Sod Delivered and Installed (SMS)**

BIDDER	TOTAL AMOUNT
Sunbelt Sod & Grading Company	\$400,000

Based on the review of the bids submitted, the sole, responsible, responsive, bidder per the evaluation criteria for Sod Delivered or Sod Delivered and Installed (SMS) is Sunbelt Sod & Grading Company. The other company that downloaded the bid did not submit because they do not do irrigation/watering and would not have met that requirement. Therefore, I recommend that the bid be awarded accordingly, and the user department concurs with this recommendation.



City of Tampa

Jane Castor, Mayor

Mobility Department

Brandon Campbell,
Transportation Services Director
107 North Franklin Street Tampa,
Florida 33602

Office (813) 274-3101

Fax: (813) 274-8901

DATE: Oct 29th, 2025

TO: Erin Ellis, Procurement Analyst, Purchasing Department

FROM: Brandon Campbell, Transportation Services Director, Mobility Department BC

SUBJECT: Bid Award Recommendation for:
Sod Delivered or Delivered and Installed (SMS)
BID# 25-P-00334

The Mobility Department, Operations Division has reviewed the bid and bid tabulations for:
Sod Delivered or Delivered and Installed (SMS).

The Division recommends: **Sunbelt Sod & Grading Co.**

This firm is the lowest responsive and responsible bidder meeting all conditions of the bid.

The award period shall be for a one (1) year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four (1) additional one (1) year period.

Acquisition shall be limited to the availability of funds and shall be controlled by specific purchase requisitions.

The division is requesting the following **Award Amount: \$400,000.00**

The funding source for this award is: Stormwater Service Assessment
Fund: 10700.234300.546000

Please contact Daniel Ficetola at (813) 690-0975 or Ghoonesh Ramdial at (813) 393-7908 if you require additional information. Thank you.

cc: Bryan Rodger, Mobility Operations Manager, Mobility Department
Jerel Turner, Stormwater Operations Supervisor, Mobility Department
Daniel Ficetola, Sewer Operations Planner/Schedule, Mobility Department



City of Tampa
Purchasing

DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610

[SUNBELT SOD & GRADING CO.] RESPONSE DOCUMENT REPORT

ITB No. 25-P-00334

Sod Delivered or Delivered and Installed (SMS)

RESPONSE DEADLINE: October 27, 2025 at 2:30 pm

Report Generated: Monday, October 27, 2025

SUNBELT SOD & GRADING CO. Response

CONTACT INFORMATION

Company:

SUNBELT SOD & GRADING CO.

Email:

danielle@sunbeltsod.com

Contact:

Danielle Silva

Address:

819 9th St. NE
Ruskin, FL 33570

Phone:

(813) 641-9855

Website:

www.sunbeltsod.com

Submission Date:

Oct 27, 2025 10:35 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Authorized Representative's Information*

Pass

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

Lesley Silva

President

819 9th Street NE, Ruskin, FL 33570

813-641-9855

quotes@sunbeltsod.com

2. Type of Organization*

Pass

How is your business organized?

Corporation

3. Business License*

Pass

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER*

Fail

Enter your Florida Business License Number here.

N/A

4. DMI FORMS 10 AND 20*

Pass

Please download the below documents, complete, and upload.

- [DMI-10-Form-Solicit-All-Sub...](#)
- [DMI-20-Form-Utilize-All-Sub...](#)

img20251027_10025744.pdf

img20251027_10030793.pdf

5. Sub-Contractors*

Pass

Will you be using Sub-Contractors?

No

6. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS*

Pass

Please download the below documents, complete, and upload.

- [Affidavit of Compliance wit...](#)

img20251027_10084063.pdf

7. Public Record Declaration or Claim of Exemption*

Pass

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

No

8. Conflict of Interest(s)*

Pass

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

9. Criminal History Screening Practices*

Pass

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,

- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

No

DECLINE, WITH SIMILAR PRACTICES?*

Pass

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

No

10. BIDDER'S AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [BIDDER'S AFFIDAVIT.pdf](#)

img20251027_10122120.pdf

11. As per Technical Specifications, upload three (3) references.*

Pass

Sod_-_Technical_Specification_-_References.pdf

12. As per Technical Specifications, upload proof of ownership or lease of a water truck with minimum capacity of 2,000 gallons.*
 Pass

Registration_-_2016_KW_Water_Truck.pdf

PRICE TABLES

DIVISION I: SOD DELIVERED ONLY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ARGENTINE BAHIA	1,000	SQFT	\$0.45	\$450.00
2	FLORATAM	1,000	SQFT	\$0.60	\$600.00
3	CELEBRATION BERMUDA	1,000	SQFT	\$0.50	\$500.00
4	EMPIRE ZOYSIA	1,000	SQFT	\$0.50	\$500.00
5	TIFTUF BERMUDA	1,000	SQFT	\$0.50	\$500.00
TOTAL					\$2,550.00

DIVISION II: SOD DELIVERED AND INSTALLED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	ARGENTINE BAHIA	700,000	SQFT	\$0.70	\$490,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	FLORATAM	125,000	SQFT	\$0.75	\$93,750.00
8	CELEBRATION BERMUDA	1,000	SQFT	\$0.95	\$950.00
9	EMPIRE ZOYSIA	1,000	SQFT	\$0.80	\$800.00
10	TIFTUF BERMUDA	1,000	SQFT	\$0.95	\$950.00
TOTAL					\$586,450.00

CONTINGENCY WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Contingency Item	1	EA	\$30,000.00	\$30,000.00
TOTAL					\$30,000.00

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

The undersigned Affiant, on behalf of the Business Entity listed below, hereby attests under penalty of perjury as follows:

Public Entity Crimes

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Business Entity, nor the Business Entity have been placed on any of the above referenced vendor lists that would render the Business Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Business Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Business Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Business Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

E-Verify

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Business Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Business Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Business Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
8. Business Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Affiant understands and attests that, if there is a good faith belief that the Business Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Affiant understands and attests that, if there is a good faith belief that one of Business Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Business Entity has otherwise complied with its obligations thereunder, then the Business Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Affiant hereby understands and attests that the undersigned Business Entity does not use coercion of labor or services as those terms are defined in section 787.06, Florida Statutes.

Compliance with Foreign Countries of Concern

12. Affiant, on behalf of the Business Entity attest to the following:
 - a. Business Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in the Business Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Business Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of the Business Entity.

The undersigned further sayeth naught.

Date: 10/27/2025

(Affiant) Signed: *Lesley Silva*

Business Entity Name: Sunbelt Sod & Grading Co.

Name: Lesley Silva

Title: President

STATE OF Florida

COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 27th day of October, 2025, by Lesley Silva, as President of Sunbelt Sod & Grading Co. who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Danielle Silva
 Signature of Notary Public
 Name: Danielle Silva
 (Print or Type Name)



DANIELLE SILVA
 Commission # HH 562199
 Expires June 17, 2028

Notary Public: State of Florida
 My Commission Expires _____

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Lesley Silva

AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

State of Florida
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 27th day of October, 2025, by Lesley Silva, as President, of Sunbelt Sod & Grading Co. a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

Danielle Silva
Signature of Notary Public



DANIELLE SILVA
Commission # HH 562199
Expires June 17, 2028

Lesley Silva
Signature of Affiant

Notary Public
State of: Florida
My Commission
Expires: _____

Danielle Silva
Printed, typed, or stamped
Commissioned name of notary public

Lesley Silva
Printed or typed name of Affiant

819 9th Street NE
Ruskin, FL 33570



813-641-9855
quotes@sunbeltsod.com

Technical Specification: References

Each of the references listed below are able to verify work of a similar nature done by our firm.

1. Entity: City of Tampa
Contact Person: Daniel Ficetola
Phone Number: 813-630-3905
Email Address: daniel.ficetola@tampagov.net
2. Entity: Manatee County
Contact Person: Anthony Detweiler
Phone Number: 941-465-8630
Email Address: anthony.detweiler@mymanatee.org
3. Entity: Pinellas County School Board
Contact Person: Michael Hooper
Phone Number: 727-554-3813
Email Address: hoopermic@pcsb.org

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:

SUNBELT SOD & GRADING COMPANY
819 9TH ST NE
RUSKIN, FL 33570

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 3 / 9

T# 2063410655

B# 1536377

FLORIDA VEHICLE REGISTRATION

PLATE **P3088H** DECAL **20366630** Expires **Midnight Wed 12/31/2025**

YR/MK	2016/KW	BODY	TK	COLOR	WHI	Reg. Tax	792.10	Class Code	41
VIN	3BKBLJ0X7GF113481			TITLE	121014713	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	16673	GVW	54999	County Fee	3.00	Back Tax Mos	
DL/FEID	134250933-01					Mail Fee		Credit Class	
Date Issued	12/30/2024	Plate Issued	4/5/2023			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	795.10		

SUNBELT SOD & GRADING COMPANY
819 9TH ST NE
RUSKIN, FL 33570

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES

MOVE OVER
or slow down for emergency lights.



IMPORTANT INFORMATION

SECTION 328.48(4), Florida Statutes, requires that the certificate of registration of each vessel operated, used, or stored on the waters of this state shall be available for inspection on the vessel for which issued whenever such vessel is in operation.

Electronic titles, also called e-titles, are motor vehicle, mobile home, or vessel titles held in electronic form by the department. Electronic titles prove ownership of a motor vehicle, mobile home, or vessel the same way a paper title does. Electronically maintaining the title eliminates the risk of losing the title and eliminates having to pay a fee to obtain a duplicate. An electronic title is also an effective fraud deterrent because potential thieves will not have access to your title. For more information about electronic titles please visit your local tax collector office or visit our website at <https://www.flhsmv.gov/motor-vehicles-tags-titles/electronic-lien-titles/>.

Sold your vehicle, mobile home or vessel? For your own protection, you are required by law to transfer the title and notify the Department of Highway Safety and Motor Vehicles (DHSMV) within 30 days if you sell, donate or dispose of any motor vehicle or vessel. If you do not you could be legally responsible. Either go into a tax collector office or license plate agent with the new owner to transfer the title or go online to <https://www.flhsmv.gov/pdf/forms/82050.pdf> and download the Notice of Sale form. Fill it out, sign it and take it to the tax collector office or license plate agent for processing.



City of Tampa

**INVITATION TO BID (ITB) FOR
Sod Delivered or Delivered and Installed (SMS)
25-P-00334**

Mobility

Erin Ellis, Procurement Analyst

2555 E Hanna Ave

Tampa, FL 33610

Phone: (813) 348-3241

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Attachments:

A - Occupational Safety and Health Administration SDS

B - DMI-30-Form-Payment-Package-or-Final-with Invoices_SLBE

C - DMI-40-Form-LOI-Letter-of-Intent_SLBE

1. NOTICE

1.1. INVITATION TO BID (SHELTERED MARKET SOLICITATION)

Sealed Bids for the furnishing of: **BID NO. 25-P-00334, Sod Delivered or Delivered and Installed (SMS)** will be received by the Director of Purchasing, City of Tampa, until **2:30 pm, Monday, October 27, 2025**, then be opened.

Only bids from current City of Tampa certified Small Local Business Enterprises (SLBE's) shall be considered.

In all cases, the Bidder must be SLBE certified prior to the opening date and time of the bid. As proof of certification, include copies of City of Tampa SLBE certificates in the bid.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARquest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the OpenGov eProcurement Portal shall be emailed to procurement-support@opengov.com. Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to six business days prior to the scheduled opening date and time and shall be submitted within the [OpenGov eProcurement Portal](#). Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to OpenGov. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the OpenGov eProcurement Portal. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the OpenGov eProcurement Portal via link <https://procurement.opengov.com/portal/cityoftampa>. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the "Submit" button in the OpenGov Portal. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact OpenGov support at procurement-support@opengov.com to confirm their submittal was successful. The Bidder shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

1.2. STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Invitation to Bid packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid by clicking "NO BID" at <https://procurement.opengov.com/portal/cityoftampa/projects/199073>.

1.3. INSTRUCTIONS TO BIDDER

SHELTERED MARKET for SLBEs: This bid is a Sheltered Market solicitation for current City of Tampa certified Small Local Business Enterprises (SLBEs). Only submissions from current certified SLBEs will be reviewed. **For additional information please visit the Equal Business Opportunity Office website at: <http://www.tampagov.net/ebo>.**

City of Tampa bids are issued electronically via the [OpenGov eProcurement Portal](#). Obtaining bids through OpenGov will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than OpenGov are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact OpenGov Support at procurement-support@opengov.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. OpenGov is an independent entity and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov Support at procurement-support@opengov.com for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID within the [OpenGov eProcurement Portal](#). Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from OpenGov (those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted in the [OpenGov eProcurement Portal](#) and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via OpenGov.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

2. GENERAL CONDITIONS

2.1. SCOPE AND CLASSIFICATION

1. This is a sheltered market solicitation for City of Tampa Certified Small/Local Business Enterprises (SLBEs) that describes **Sod Delivered or Delivered and Installed (SMS)** for the use of the **Mobility** Department of the City of Tampa.
2. **CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

2.2. QUALITY ASSURANCE PROVISIONS

1. **TEST AND INSPECTION.** It shall be the Vendor's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa Representative reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.
2. **QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

2.3. AWARDEE LIABILITY

1. **WARRANTY.** It shall be the Vendor's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. Vendors shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within NO VALUE working days of reporting the defect.
2. **GUARANTEE.** The material(s) supplied shall be guaranteed to be free from defects of composition, conception, and workmanship for a minimum period of NO VALUE days from the date of acceptance by the City Representative. Any parts or portions found not in accordance with this specification will be rejected by the City Representative and returned to the Vendor at the Vendor's expense for immediate replacement.

3. **NEXT LOW BIDDER.** In the event of default by the Vendor, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing through OpenGov for this specification.

2.4. AUTHORIZATION

All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by their individual entity's preference.

2.5. FURNISHING BID ITEMS

Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

2.6. DELIVERY

Materials ordered shall be delivered within 5 working days ARO (After Receipt of Order). Failure to do same shall be considered breach of award or default, and the City of Tampa shall utilize its options as stated within this specification.

2.7. BACKORDERS

Any backordered materials shall be made available to the City within 10 working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the City of Tampa Representative is to be notified, in writing, thus permitting the City to obtain the required materials and/or exercise its options.

2.8. QUALITY

The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

2.9. QUANTITIES

The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

2.10. BRAND INDICATION

Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the OpenGov pricing page(s) for this invitation to bid.

2.11. ALTERNATE BIDS

Bidder shall, as to each item, submit only one bid for the specified product/service. The offer of an alternate product/service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified. The determination as to whether any alternate product/service bid is or is not equal to the product/service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

2.12. PENALTIES

The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

2.13. ADDITION/DELETION

The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

2.14. PACKAGING

Only materials that are packaged in the original factory fresh packaging shall be accepted. No materials that have been re-packaged or that are in adulterated or damaged packages shall be accepted at the receiving location, nor shall after-market materials be accepted at the receiving location. Any attempt by the Awardee to furnish the City of Tampa with other than first quality materials shall constitute default as outlined in this specification.

2.15. SAMPLES

When required, samples shall be labeled with the Bidder's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Bidder's expense within ten days following the opening of bids. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the City of Tampa to make a fair relative evaluation of brand(s) being bid.

2.16. SUBSTITUTION

Vendor shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

2.17. BID PRICES

Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

2.18. BID EVALUATION

The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

2.19. ERROR IN BID CALCULATIONS

In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

2.20. BASIS OF AWARD

The City of Tampa reserves the right to award this bid by aggregate total, in whole or in part. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

An award will be made, if at all, within 120 days after opening of the bids.

If applicable, the selected Bidder will be required to execute an agreement in the form attached hereto with content acceptable to the City.

2.21. COMMUNICATION POLICY

During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

2.22. AWARD PERIOD AND RENEWAL

The award period shall be for a one (1) year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four (4) additional one (1) year periods.

1. **SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

2.23. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

2.24. PRICE ESCALATION/DE-ESCALATION

The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals, thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics.

Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case-by-case basis. Vendor shall provide documentation as requested by the City to justify the increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

2.25. PERFORMANCE

Vendor may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

2.26. PROOF OF DISTRIBUTORSHIP

When requested, it shall be the responsibility of the Bidder(s) to furnish with their bid(s) a letter stating that said Bidder is a factory authorized distributor for the Greater Tampa area for the items for which said Bidder has submitted their bid.

2.27. INSPECTION

The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

2.28. AWARD CHANGES

No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

2.29. ASSIGNMENT

To the extent permitted by applicable law, this award, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this award. Any attempted assignment of this award by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this award by the Vendor will not relieve the Vendor from the performance of its duties, covenants, agreements, obligations, and undertakings under this award, unless the assignment expressly provides otherwise. No assignment by the Vendor shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee.

Notwithstanding the foregoing, the City may assign its rights under this award (without the Awardee's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this award to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this award after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this award prior to the effective date of the assignment. Action by the City in awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this award.

2.30. DEFAULT/RE-AWARD

Any award or contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Vendor upon non-performance or violation of award terms, including the failure of the Vendor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Vendor, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

2.31. CANCELLATION

When deemed to be in the best interest of the City of Tampa, any awards resulting from this specification may be cancelled by the following means:

1. 10-day written notice with cause; or
2. 30-day written notice without cause.

2.32. REJECTION

The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

2.33. GOVERNMENT PURCHASING COUNCIL

Hillsborough County Government Purchasing Council ("GPC") members may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

GPC LISTING		

<p>City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax</p>	<p>Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax</p>	<p>Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax</p>
<p>City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax</p>	<p>Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org</p>	<p>Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org</p>
<p>Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com</p>	<p>Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax</p>	<p>The Children's Board of Hills. County 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org</p>
<p>Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax</p>	<p>State Attorney's Office 800 E. Kennedy Blvd., 5th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax</p>	<p>University of South Florida Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone</p>

Hillsborough Area Regional Transit Authority 4305 E. 21 st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax	Tampa Port Authority P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax	Property Appraiser 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org
Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	Supervisor of Elections 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	Tampa Palms Community Dev. Dist. 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net
Hillsborough County School Board P. O. Box 3408 Tampa, FL 33601-3408 Phone: (813) 272-4329 FAX: (813) 272-4007 www.sdhc.k12.fl.us	City of Tampa Housing Auth. 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone 813-4522 – Fax	

2.34. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES

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

Any other governmental agency, department, or municipality which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

2.35. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS

The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

2.36. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

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 bid on an award to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. [See section 287.133 (2)(a), Florida Statutes]

2.37. FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following:

1. identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure,
2. place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents,
3. specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Bidder's "REDACTED" copy. All submittals received in response to this solicitation will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the bid will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (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 designation of material as exempt from public disclosure and to hold harmless the City of Tampa (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 exempt from public disclosure.

***Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

1. In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.
3. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:
 - A. Awardee shall keep and maintain public records required by the City to perform the services;
 - B. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City

would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- C. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
- D. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- E. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

F. IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.

2.38. PROCUREMENT PROTEST PROCEDURES

A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending award of any award in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

2.39. LAWS, CODES, AND ORDINANCES

Awardee shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

2.40. AUDIT RIGHTS

Vendor agrees that the City representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the award. Vendor shall retain all such records for a minimum period of six (6) years from the date of termination of the award, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Vendor must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the award requirements, any misrepresentations or any overcharges to

the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Vendor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this award.

2.41. CITY OF TAMPA ETHICS CODE

Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522).

Moreover, each Bidder responding to this Invitation to Bid acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

2.42. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and
2. With companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or is engaged in business operations in Cuba or Syria may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the award/contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

2.43. AWARD LITIGATION/LEGAL PROCEEDINGS

Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or

any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

2.44. MINIMUM WAGE AMENDMENT

Vendor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Vendor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

2.45. AWARDEE BACKGROUND CHECKS

When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee

2.46. EXEMPT INFORMATION

As part of the services performed by Vendor under this award, the City may provide Vendor with certain building plans, blueprints, schematic drawings, and diagrams, including draft and final formats, that depict the internal layout and structural elements of a City building or facility ("Exempt Plans"). Vendor acknowledges that the Exempt Plans are exempt from disclosure under Section 119.071(3)(b), Florida Statutes. Vendor agrees that Vendor shall maintain the exempt status of the Exempt Plans and shall ensure that Vendor's officers, employees, agents, and all tiers of subcontractor also maintain the exempt status of the Exempt Plans. All copies of Exempt Plans provided to Vendor by City shall be returned by Vendor to the City upon completion (or early termination) of any given Work Order under this award.

2.47. DATA COLLECTION

Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

2.48. INVOICING

Vendor shall furnish the City Representative complete itemized invoices for the goods purchased/services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on OpenGov. **The City will not accept an aggregate invoice.** As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;

- Location and dates of delivery or service;
- Cost of goods/services as stated on Bid pricing in OpenGov and extended price to reflect total cost.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form DMI-30, "DMI-Payments" of all sub-contractor contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any SLBE sub-contractors, the Awardee shall provide form DMI-40 "Letter of Intent" (LOI) for all SLBE sub-contractors the Awardee intends to utilize.

- Form DMI-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments
- Form DMI-40 Letter of Intent (LOI)

2.49. SUB-CONTRACTING SUBMITTALS

No Vendor shall assign the award or any rights or obligations thereunder without the prior written consent of the City. **The Vendor shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Vendor agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - DMI 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - DMI 20

These forms must be completed (including signatures) and submitted with all bids. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative. Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

2.50. CONFLICT OF INTEREST

The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City in the [VENDOR RESPONSES](#) Section of this solicitation. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

2.51. GOVERNING LAW AND VENUE

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state courts located in Hillsborough County, Florida.

2.52. PAYMENT

Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

2.53. TAMPA PORT ACCESS

All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.porttb.com/security>.

2.54. EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Vendor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services specified in the award. Vendor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Vendor, and the Vendor may not be awarded a solicitation with the City for at least 1 year after the date on which the award was terminated. The Vendor is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Vendor has otherwise complied with the law, the City shall promptly notify the Awardee and order the Vendor to immediately terminate the contract with the subcontractor.

2.55. BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurements of \$100,000 or more, If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a **two percent (2%) discount** for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018.

Bidders applying to receive the discount or incentive related to Section 2-284, must provide the appropriate documentation in the [VENDOR RESPONSES](#) Section of this solicitation.

2.56. OSHA SAFETY DATA SHEETS

Where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Awardee within 5 days of notice of award by the City. For any changes occurring during the agreement term that require a new SDS, a revised form must be provided to the City within 30 days. See the [ATTACHMENTS & EXHIBITS](#) Section for a copy of the OSHA Hazard Communication SDS requirements for more information.

2.57. FORCE MAJEURE

If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award. The other party has the right to terminate the award if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

2.58. INDEMNIFICATION

The Contractor/Successful Proposer/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of:

1. the monetary value of this contract,
2. the coverage amount of Commercial general liability insurance required under the contract, or
3. \$1 Million Dollars. Otherwise, the obligations under this section will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Firm's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

2.59. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Vendor shall comply with the following Statement of Assurance:

During the performance of this Award, the Vendor herein assures the City, that said Vendor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Vendor does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Vendor's employees or applicants for employment.

Vendor understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Vendor herein assures the City that said Vendor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Vendor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Vendor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

1. EQUAL OPPORTUNITY

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present bid matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

Additional information can be found on the Equal Business Opportunity (EBO) Office website at:
<http://www.tampagov.net/ebo>

2.60. RESPONSIBLE VENDOR DETERMINATION

The City of Tampa will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor and will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

3. INSURANCE REQUIREMENTS

3.1. Insurance Requirements

This award is subject to the following and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included below which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or their Designee.

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which is included in this document, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc. The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

3.2. Commercial General Liability (CGL) Insurance

on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

3.3. Automobile Liability (AL) Insurance

in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

3.4. Worker's Compensation (WC) & Employer's Liability Insurance

for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.

3.5. Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: (1) Purchasing Department, 2555 E Hanna Ave, Tampa, FL 33610 (2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title, and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

4. TECHNICAL SPECIFICATIONS

4.1. General

1. The sod shall be in accordance with FDOT Section 981 Standard Specifications for Road and Bridge Construction, current edition. The sod shall be fertilized per FDOT Section 982 Standard Specifications for Road and Bridge construction, current edition. The Awardee shall be responsible for providing sufficient support equipment necessary to delivery and install sod in designated areas.
2. The sod shall be sufficiently thick, a minimum of two inches to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of delivery. It shall be reasonably free of weeds and other grasses.
3. Any pieces of sod, which, after placing, shows an appearance of extreme dryness shall be replaced at no cost to the City.
4. Awardee shall be responsible for the removal of all pallets and debris from the job site after the installation of sod. The Awardee shall dispose of all excess pallets and/or sod, in a legal manner leaving all sites clear of debris.

4.2. Bidder Requirements and Submittals

Bidder shall submit with their bid evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include:

1. Provide at least 3 references who can verify work of a similar nature done by your firm in the last three (3) years. Include email address & phone number.
2. The Awardee must possess (own or lease) a Water Truck with a minimum capacity of 2,000 gallons. Truck must have a water pump and independently controlled spray heads.

4.3. Sod Types

Sod may be either:

1. Argentine Bahia
2. Floratam
3. Celebration Bermuda
4. Empire Zoysia
5. Tiftuf Bermuda

4.4. Sod Installation

1. Sodding shall not be performed when weather and soil conditions are unsuitable for proper results. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tampering with appropriate tools.
2. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed six inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce

a featheredge effect. Not all stormwater ditches are accessible by machinery. Sod transported by hand along the ditches shall be considered incidental and shall be included in bid prices.

3. Sod laid on slopes steeper than 3:1 or requested by the department shall be pinned to prevent sod from moving. All sod installed on level terrain shall be rolled upon completion of installation. Pinning the sod is considered incidental and no additional payment shall be made.
4. The Awardee shall provide all required watering to ensure healthy sod growth. A continued watering schedule, as dictated by weather conditions, sun exposure, soil, heat and rain conditions, to encourage the growth of newly installed sod. The Awardee shall be required to water the sod as needed for up to 15 days at no additional cost shall be made for the cost of water usage. **The Bid Items prices shall include the price of watering.**
5. **Stormwater Operations minimum order of sod delivered or delivered and installed shall be 1200 square feet per day. Other City Department may order less.**
6. All orders shall be laid within five working days of order being placed. Orders shall be placed by telephone, fax or email.
7. High-Visibility Safety Apparel (when required):
 - A. All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2015 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.
 - B. WORKERS: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel.
 - C. UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.
 - D. FLAGGERS: For daytime activities, Flagger shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flagger shall wear ANSI/ISEA Class 3 apparel.

4.5. Project Clean-Up

1. Clean-up on this project is extremely important and the Awardee will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses. The City will require all construction areas to be cleaned up prior to final acceptance for payment purposes.
2. When a complaint is communicated to the Awardee by a City representative, it shall be remedied immediately, if possible, or no later than the end of the day. If extenuating circumstances dictate that other provisions are required to satisfy a complaint, the provision shall be acceptable to, and approved by, City representative.
3. No separate payment shall be made for site clean-up.

4.6. Protection of Property

The Awardee shall employ all means necessary to perform this work without damaging any of the buildings, structures, right-of-way or equipment that is located in or around the areas where the work is taking place. The Awardee shall be responsible for restoring any areas or items that are damaged as a result of this work.

4.7. Inspections

1. The City's representative or engineer shall perform a visual inspection to verify that work is in conformance with bid specifications. Such inspection shall constitute the final inspection when all materials have been furnished, all work has been performed, and the work contemplated by location has been satisfactorily completed.
2. If, however, any work is found unsatisfactory, in whole or in part, the engineer or city representative shall provide the Awardee with necessary instructions on how to repair or-replace, and the Awardee shall comply with and execute such instructions. This repair/replacement work shall be done at no additional cost to the City.

4.8. Final Acceptance

When, upon completion of the final inspection, the work is found to be completed satisfactorily, including clean up, the City's representative shall give the Awardee written notice of acceptance. Sod shall be removed from the site immediately upon rejection and replaced by the Awardee at no additional cost to the City. Reasons for rejection may include, but are not limited to:

- Sod containing more than five percent (5%) of weeds.
- Sod containing insects.
- Dead sod
- Incorrect type of sod.

4.9. Basis of Payment

The quantity of sod delivered or delivered and installed shall be paid for at the unit price per square foot included on the Bid Proposal Page. Payment to the Awardee will not be made until final written acceptance of the work is given by the City. Payment for sod shall not be made until a healthy stand of turf has been established, as outlined in this bid.

4.10. Contingency Allowance

Items which may be required and deemed to be non-incident to the pay items shall be identified by the Awardee. Approval for payment from the Contingency Allowance shall be made only at the direction of the City's Project Manager.

5. BID PROPOSAL

DIVISION I: SOD DELIVERED ONLY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ARGENTINE BAHIA	1,000	SQFT		
2	FLORATAM	1,000	SQFT		
3	CELEBRATION BERMUDA	1,000	SQFT		
4	EMPIRE ZOYSIA	1,000	SQFT		
5	TIFTUF BERMUDA	1,000	SQFT		
TOTAL					

DIVISION II: SOD DELIVERED AND INSTALLED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	ARGENTINE BAHIA	700,000	SQFT		
7	FLORATAM	125,000	SQFT		
8	CELEBRATION BERMUDA	1,000	SQFT		
9	EMPIRE ZOYSIA	1,000	SQFT		
10	TIFTUF BERMUDA	1,000	SQFT		
TOTAL					

CONTINGENCY WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Contingency Item	1	EA	\$30,000.00	
TOTAL					

6. VENDOR RESPONSES

1. Authorized Representative's Information*

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

*Response required

2. Type of Organization*

How is your business organized?

- Individual
- Small Business
- Non-Profit
- LLC
- Partnership
- Corporation
- Joint Venture

*Response required

3. Business License*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

No

*Response required

When equals "Yes"

3.1. License Number*

Enter your Florida Business License Number here.

*Response required

4. DMI FORMS 10 AND 20*

Please download the below documents, complete, and upload.

- [DMI-10-Form-Solicit-All-Sub...](#)
- [DMI-20-Form-Utilize-All-Sub...](#)

*Response required

5. Sub-Contractors*

Will you be using Sub-Contractors?

Yes

No

*Response required

When equals "Yes"

5.1. DMI-40*

Please download the below documents, complete, and upload.

- [DMI-40-Form-LOI-Letter-of-I...](#)

*Response required

When equals "Yes"

5.2. I will send DMI-40 within 10 days of the bid opening.*

The bid opening is Monday, October 27, 2025. This form is due to Erin Ellis(erin.ellis@tampagov.net) within 10 days of that if you are going to have sub-contractors. See attachments for DMI-40 form.

Please confirm

*Response required

6. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS*

Please download the below documents, complete, and upload.

- [Affidavit of Compliance wit...](#)

*Response required

7. Public Record Declaration or Claim of Exemption*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound

recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

Yes

No

*Response required

When equals "Yes"

7.1. Exemption from Public Records Law and Agreement to Indemnify and Defend the City of Tampa*

Upload a redacted copy of your submittal. Include statutory citations for applicable exemptions under the law.

By claiming that parts of the bid are exempt from the public records law, and uploading a redacted copy, the Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

8. Conflict of Interest(s)*

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

Yes

No

*Response required

When equals "Yes"

8.1. Conflict(s) of Interest*

List your known or perceived Conflict(s) of Interest.

*Response required

9. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Yes

No

*Response required

When equals "No"

9.1. Decline, with similar practices?*

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

Yes

No

*Response required

When equals "Yes"

9.2. Documentation*

Upload the following documentation and assurances:

- Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,
- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,

- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

*Response required

10. BIDDER'S AFFIDAVIT*

Please download the below documents, complete, and upload.

- [BIDDER'S AFFIDAVIT.pdf](#)

*Response required

11. As per Technical Specifications, upload three (3) references.*

*Response required

12. As per Technical Specifications, upload proof of ownership or lease of a water truck with minimum capacity of 2,000 gallons.*

*Response required

ATTACHMENT A

Occupational Safety and Health Administration Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification: Includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification: Includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients: Includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures: Includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures: Lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures: Lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling, and storage: Lists precautions for safe handling and storage, including incompatibilities.

Section 8, Exposure controls/personal protection: Lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties: Lists the chemical's characteristics.

Section 10, Stability, and reactivity: Lists chemical stability and possibility of hazardous reactions.

Section 11, Toxicological information: Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information*: Ecotoxicity (aquatic and terrestrial, where available); Persistence and degradability; Bioaccumulative potential; Mobility in soil; other adverse effects (such as hazardous to the ozone layer).

Section 13, Disposal considerations*: Description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

Section 14, Transport information*: UN number and shipping name; Transport hazard class(es); Packing group, if applicable; Environmental hazards (e.g., Marine pollutant (Yes/No)); Transport in bulk (according to Annex II of MARPOL 73/78 and the IBC Code); Other Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises.

Section 15, Regulatory information*: Safety, health, and environmental regulations specific for the product(s) in question.

Section 16, Other information: Includes the date of preparation or last revision.

***Note:** Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

For detailed information on each Section listed above please visit: <https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html>



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(DMI 30 FORM)

[] Partial [] Final

Contract No.: WO, (if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

\-Type of Ownership - S = SLBE, O = Other

Type Trade/Work Activity [] Sub [] Supplier Federal ID	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____

DMI 30 form (rev. 08/2025)

Note: Detailed Instructions for completing this form are on the next page

Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

(Modifying or omitting information from this form may result in non-compliance.)

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.



City of Tampa
Official Letter of Intent
(DMI-40 Form)

A Letter of Intent is required for each SLBE listed on the Schedule of Subcontractors to be Utilized form (DMI 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and SLBE firm.

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by SLBE

Name of SLBE: _____

Address: _____

Contract Person: _____

Telephone: _____ Fax: _____

Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the SLBE. On unit price bids, identify to which bid line item the SLBE's work scope or supply corresponds:

D. Cost of work to be performed by SLBE: _____

E. Cost of work to be performed by SLBE as a percentage of total City contract amount: _____

Bidder/Proposer certifies that it intends to utilize the SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide the City with a copy of the related subcontract agreement and/or purchase order prior to the commencement of SLBE's work. The SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: _____

Signature and Title

SLBE Firm: _____ Date: _____

Signature and Title



**Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program**

The Official Letter of Intent must be submitted to the soliciting department within ten (10) workdays after the **notice of intent to award is posted**. Not providing all letters of intent within the prescribed timeframe may cause a delay in the award or declare the bid to be non-responsive.

Bid/Proposal/Contract Number- Please record the bid/proposal/contract number provided by the City of Tampa's procuring department.

Bid/Proposal/Contract Name – Please record the bid/proposal/contract name provided by the City of Tampa's procuring department.

To be Completed by the Bidder/Service Provider: Please record the prime contractor or main bidder's detailed company information as indicated.

To be completed by the SLBE – Please record the SLBE subcontractor's detailed company information as indicated.

The bidder is to identify the scope of work to be performed or the item(s) to be supplied by the SLBE. On unit price bids, indicate the bid line item that the SLBE's scope of work or supply corresponds to. – Please record the details of the services or supplies the SLBE will provide.

Cost of work to be performed by SLBE – Provide an agreed-upon estimate of the total price of work or supplies. (Unit prices are accepted if specific quantities have yet to be determined).

Bidder/Proposer—The signature of an authorized agent for the prime contractor or main bidder, with the date signed.

SLBE firm – Signature of an authorized agent for the SLBE subcontractor or supplier with the date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the SLBE must be filed with the City of Tampa immediately upon execution and/or prior to the commencement of work by SLBE.

DESCRIPTIONS (Continued from Page 1)

written contract. Umbrella is follow form.

From: julia@sunbeltsod.com SMTP:julia@sunbeltsod.com
To: CityofTampa@Ebix.com
CC:
Subject: COI - City of Tampa
Date: 4/3/2025 12:55:11 PM
Attachment(s):

You don't often get email from julia@sunbeltsod.com. [Learn why this is important](#)

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Attached is the requested COI for City of Tampa.

Best Regards,
Julia Alderman

Sunbelt Sod & Grading Co.

813-641-9855 | julia@sunbeltsod.com

Physical: 301 W. Shell Point Road, Ruskin, FL 33570

Mailing: 819 9th Street NE, Ruskin, FL 33570

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