

(Revised 08/2015)

CITY OF HOLLYWOOD, FLORIDA

PROCUREWENT SERVICES DIVISION

Piggybacking Request Form (Use for purchase(s) over \$25,000, when piggybacking off other contracts)

			202
Date <u>04.15.2021</u>			2021 APR
Department/Office PRCA	,	Division/Area 300101	R 20 PM
Contract Administrator David	<u>Vazquez</u>	Title Assistant Director	15
Phone <u>954.921.3404</u>		Email <u>dvazquez@hollyoodfl.org</u>	04
Requested Vendor Bliss P	roducts and Services Inc.	Vendor Number <u>101035</u>	
Address 6831 South Swee	itwater Road, Lithia Springs,	<u>GA 30122</u>	
Contact Person Patty Caru	<u>ithers</u>	Title Sales Representative	
Phone <u>239.596.9660</u>		Email patty@blissproducts.com	
2. Contract title requesting to p	iggyback? <u>Award Agreemen</u>	t No. 21-0053-MR	
Awarding Agency Man	atee County School District		
Contract Expiration Da	te <u>08.31.2023</u>	•	
Copy of Contract and A	Awarding Agency documenta	ition is attached. ☑ Yes ☐ No	
3. Product/Service being reque surface and shade.	ested (be specific). <u>Purchase</u>	and installation of playground equipme	ent, safety
Bond (GOB) projects, Cathy ar	nd Bob Anderson Park is pro	d purpose. <u>As part of the city's General</u> posed to have the playground renovate round equipment, safety surfacing and	d. The
	Procurement Service Division	n use only	
Requisition # R(As Applicable)	Purchase Order # P (As Applicable)	Blanket Purchase Oder # BPC (As Applicable))

5. Please explain what p representative was conta		to verify and/or identify this contract. <u>Bliss's sales</u>
6. Were alternative contr pricing for the required p		he City is obtaining the most advantageous contract
Please explain <u>F</u> <u>capital improvement pro</u>		ground vendors on multiple playground renovation
7. Total cost of the reque	ested product/service. <u>\$281,099.00</u>	<u>0</u>
8. Total estimated annua	ıl (fiscal year) cost of requested pr	oduct/service. <u>\$0.00 one-time cost</u>
Account Numbe	r(s) <u>333.309901.57200.563010.00</u> 001.300701.57200.531170.00	
9. is this product/service	covered by a warranty? 🛛 Yes [□ No
If yes, please at	tach a copy of the warranty details	i.
		purchases for related products/services being as sole-source provider for related items?
☐ Yes 🛛 No		
If yes, please de	escribe the related products/service	es and estimated cost(s.)
11. Would this purchase	(s) result in any future maintenand	ce costs which are not included in the initial purchase?
⊠ Yes □ No		
There is no define wear or are vand	<u>ned vendor maintenance plan. PR</u>	ch includes cost estimates and funding source(s.) CA staff inspects playground quarterly. When items or replacement items, PRCA has funding in its' annual
12. Is this a grant related	d purchase? ☐ Yes ⊠ No	
If yes, please pr etc.)	ovide details (timeline, expiration o	dates, milestones, special procurement requirements,
Will this require	matching funds? 🗌 Yes 🗌 No	
What is the gran	nt source?	
What is the gran	nt (dollar) amount?	
	Procurement Service Divisi	on use only
Requisition # R(As Applicable)	Purchase Order # P (As Applicable)	Blanket Purchase Oder # BPO (As Applicable)

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13. Please complete an adv Systems for Award Manage		ndor recommended fo	or award on the Fed	eral Government's
Date of Advanced S	earch <u>04.15.2021</u>			
Company Name(s) Bliss Products and S		Search Results Active		
-		·		
RE	QUESTING DEPART	MENT RECOMMEND	ATION	
Note: By signing and return portions (scope, terms, contact contact contact contact of you knowledge the regulation. Contact Person's Signature	onditions, pricing, etc aplying with the City o	c.) of the requested of of Hollywood's scop	contract and recon e and pricing requ	nmend its approval irements and to the
Supervisor's Signature Director's Signature		Date 1/19/2021 Date	_	
	APPROVAL (Procu	rement Service Divi	sion Use Only)	
Verified By:			Date	
Approved By:			Date	
0		ce Division use only		# BBQ
Requisition # R(As Applicable)	Purchase Order # P_ (As Applicable)	E	Blanket Purchase Ode (As Applicable)	r # BPO

(Revised 08/2015)



Bliss Products and Services, Inc 6831 S. Sweetwater Rd. Lithia Springs, GA 30122 (800) 248-2547 (770) 920-1915 Fax

Quote # 55532 Sales Rep: Patty Carruthers patty@blissproducts.com O: (239) 248-6430 F: (770) 920-1915 C: (239) 248-6430

CITY OF HOLLYWOOD

Date 04-21-2021

Project REV WITH REFURBISH F/S SHADE PLUS ADDITIONAL 2 TRI SAILS: CATHY & BOB ANDERSON PARK - OPTION #1 645-140353B

Bill To

Ship To

Contact

CITY OF HOLLYWOOD PO BOX 229045 HOLLYWOOD, Florida 33022 T: (954) 921-3404

CITY OF HOLLYWOOD 5800 Thomas Street Hollywood, Florida 33021

DAVID VASQUEZ ASSISTANT DIRECTOR Phone: (954) 921-3469

Approximate Ship Date

Ship Via

Payment Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPS	PERMIT	PULL PERMITS BUT DOES NOT INCLUDE THE APPLICATION FEE TO BE PAID BY CITY IF NOT WAIVED	1	\$1,800.00	\$1,800.00
		NO DISCOUNT PER CONTRACT PER NOTE #7			
PPS	645-140353C	INCLUDES ALL EQUIPMENT ON DWG DATED 3-8-2021	1	\$77,560.00	\$77,560.00
		TOTAL LIST PRICE \$103560 TOTAL DISCOUNT PROVIDED - \$26000			
		BREAKDOWN ON LIST PRICE & DISCOUNT 5-12 PLAY EQUIPMENT: LIST \$58159 DISCOUNT \$14600 2-5 PLAY EQUIPMENT: LIST \$37359 DISCOUNT \$8900 SWINGS: LIST \$8042 DISCOUNT \$2500			
		EXCEEDS REQUIRED 10% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR			
SAF	SITE PREP	DEMO & EXCAVATION	1	\$16,500.00	\$16,500.00
		Remove all existing play equipment and swings and dispose of off-site Remove and dispose of the existing synthetic turf, loose rubber base, and nailer boards Excavate the center portion of the play area down to new grades.			
		SITE PREP WORK FOR INSTALL - NO DISCOUNT REQUIRED PER CONTRACT NOTE #7			
SAF	SURFACING	SURFACING WITH STONE BASE 1. Install a 4" thick compacted stone base. 2. Install new Pour in Place Polyurethane/Rubber safety surface 3. Site Restoration Total area to be surfaced: 4,457 SF Product: Poured-in-Place Safety Surface By Safety 1st Playgrounds, Inc Thickness: 2, 2½, & 3½" for a 4, 6, & 8' CFH Color: Color/Black 50/50 with 3 inlaid games	1	\$81,160.00	\$81,160.00
		LIST PRICE \$85460 DISCOUNT PROVIDED \$4300			
		EXCEEDS REQUIRED 5% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR			

Vendor	Part #	Description	Qty	Unit Price	Extended Price
SAF	INSTALL PLAYGROUND	Install new play equipment and swings as per PPS drawing 645-140353C dated 3/08/21 in compliance with permit and necessary inspections PRICE TO INSTALL MUST NOT EXCEED 50% COST OF PLAYGROUND EQUIPMENT (MAX PRICE TO INSTALL IS \$38,780 PER CONTRACT)	1	\$31,180.00	\$31,180.00
SHA	CUSTOM SHADE	ADD (3) TRIANGULAR SHADE SAILS USING OLD POLES WHICH WILL BE SANDED, PRIMED & PAINTED (2 COATS) TO MATCH PLAYGROUND EQUIPMENT PLUS ADDING 2 POLES TO ACCOMMODATE 2 ADDITIONAL TRIANGLE SAILS ALONG WITH S&S ENGINEERING & PERMIT LIST PRICE \$69849 DISCOUNT PROVIDED \$3500 EXCEEDS REQUIRED 5% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR	1	\$66,349.00	\$66,349.00
STE	ENGINEERING	S & S ENGINEERING FOR PLAYGROUND PERMIT NO DISCOUNT PER CONTRACT - PART OF PERMITTING COST WHICH IS COVERED ON NOTE #7	1	\$1,200.00	\$1,200.00
Note:	NOTE	ASSUMING ASPHALT SIDEWALK WILL BE SEAL COATED ONLY WITH NO CHANGE TO OVERALL ELEVATION. IF ELEVATION CHANGE OCCURES THERE WILL BE AN ADDITIONAL INCREASE IN SURFACING COSTS ADDED. SITE SURVEYS NEED TO BE PROVIDED BY THE CITY AND SUBMITTED WITH ORDER. IF A CURRENT SITE SURVEY IS NOT AVAILABLE THE CITY WILL NEED TO PAY TO HAVE ONE COMPLETED.			

Sub Total \$275,749.00

Freight 5,350.00

Taxable \$31,180.00

Tax 0.00

Subtotal

Financing as low as \$6,521.50 / month may be available pending credit Grand \$281,099.00

approval.

Total

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

 $Complete\ Terms\ and\ Conditions\ can\ be\ found\ at\ \underline{https://blissproducts.com/terms-conditions/}$

PURCHASING DEPARTMENT

215 Manatee Avenue West Bradenton, Florida 34205 Direct Line (941) 708-8770 FAX Line (941) 708-8485



Contract of Award Agreement No. 21-0053-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Bliss Products and Services, "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. The Work: Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053

- 2. Contract Term: The term of this Agreement shall be from September 1, 2020_ through August 31, 2023. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
- Payment Terms: The standard payment terms for the School District of Manatee County are Net 30. Invoices
 must include the purchase order number prominently displayed in order to receive payment. Payments will
 be made only to the vendor listed on the purchase order.
- 4. Invoice Requirements: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
 - The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
 - The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.
- 5. Non-Funding: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
- 6. Termination for Cause: The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the

termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience: Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

- 7. Compliance with the Sunshine Law: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, <u>Fla. Stat. sec. 286.011 et. seq.</u> and <u>Fla. Stat. sec. 119.01 et. seq.</u> The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
- 8. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 9. Anti-Discrimination: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
- 10. Minority, Small, and Women Owned Business: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
- 11. Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during

- the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
- 12. Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
- 13. **Davis-**Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
- 14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 15. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 16. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- 17. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19. Section 6002 of The Solid Waste Disposal Act: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).
- 20. Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 21. Indemnification: Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
- 22. Insurance: Contractor shall furnish the School District of Manatee County with proof of:
 - a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- 23. Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.
- 24. Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICA BILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 <a href="mailto:lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lambert|lamber

- 25. Entire Agreement: The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.
- 26. Authority to Execute: The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

SIGNATURES:

CONTRACTOR

Jim Carruthers Type or Print Name Bliss Products and Services Inc. Business/Company Name 6831 S. Sweetwater Rd Address Lithia Springs Ga 30122 City, State, Zip DEPUTY SUPERINTENDENT DIDISTRICT OF MANATEE COUNTY Washall Tutalbaum Legal Counsel Cynthia Saunders Saunders Superintendent Date REPRESENTATIVE Title 239-248-7023 Phone 866-920-1915 Fax jcarruthers@blissprod Email 8/17/2020 Date 8/17/2020 Date 8/17/2020 Date 8/27/2020 Date	/ full me	Allees	08/04/2020
Type or Print Name Bliss Products and Services Inc. Business/Company Name 6831 S. Sweetwater Rd Address Lithia Springs Ga 30122 City, State, Zip DEPUTY SUPERINTENDENT DISTRICT OF MANATEE COUNTY Without Tutubaum Legal Counsel Cynthia Saunders Saunders Saunders District Of Manatee County District	Signature	70-	
Bliss Products and Services Inc. Business/Company Name 6831 S. Sweetwater Rd Address Lithia Springs Ga 30122 City, State, Zip DEPUTY SUPERINTENDENT DISTRICT OF MANATEE COUNTY Washing Manager Legal Counsel Cynthia Saunders Saunders Saunders Digitally signed by Cynthia Saunders Saunders Digitally signed by Gine Superintendent Digitally signed by Gine Gina Messenger Digitally signed by Gine	Jim Carruthers		REPRESENTATIVE
Business/Company Name 6831 S. Sweetwater Rd Address Lithia Springs Ga 30122 City, State, Zip Doug Wagner Day Wagner Mg 17, 200 10:35 EDT1 DEPUTY SUPERINTENDENT DISTRICT OF MANATEE COUNTY Washelf Table Saunders Saunders Digitally signed by Cynthia Saunders Saunders Digitally signed by Cynthia Saunders Digitally signed by Gilna	Type or Print Name	9	Title
Address Lithia Springs Ga 30122 City, State, Zip Doug Wagner Day Wagner Mg 17, 2020 Email 8/17/2020 B/17/2020 DEPUTY SUPERINTENDENT DL DISTRICT OF MANATEE COUNTY Washelf Turkbaum Legal Counsel Cynthia Saunders Saunders Saunders Saunders Digitally signed by Cynthia Saunders Date: 2020.08.27 14:56:56 4900 Date Digitally signed by Gina Digitally signed by Gina Gina Messenger Digitally signed by Gina Digitally signed by Gina Digitally signed by Gina Superintendent Digitally signed by Gina B/27/2020 Date 8/27/2020	Bliss Products ar	nd Services Inc.	239-248-7023
Address Lithia Springs Ga 30122 City, State, Zip Doug Wagner Ball Doug Wagner B	Business/Company	Name	Phone
Lithia Springs Ga 30122 City, State, Zip Doug Wagner Day Wagner Deputy Superintendent 8/17/2020 B/17/2020 Date 8/17/2020 Date Superintendent Digitally signed by Cyntha Saunders Date: 2020.08.27 14:56:56 Superintendent Digitally signed by Gina Messarger Date: 2020.08.27 14:57:18 B/27/2020 Date Digitally signed by Gina Messarger Date: 2020.08.27 14:57:18 B/27/2020	6831 S, Sweetwat	er Rd	866-920-1915
Doug Wagner Daug W	Address		Fax
Doug Wagner Daug W	Lithia Springs Ga	30122	jcarruthers@blissprodu
Doug Wagner Daug Magner Daug Magner Daug Magner Daug Magner DEPUTY SUPERINTENDENT DL DISTRICT OF MANATEE COUNTY Mitchall Tatabaum By 17/2020 Legal Counsel Cynthia Saunders Date: 2020.08.27 14:56:55 -4100 Date Digitally signed by Cynthan Saunders Date: 2020.08.27 14:56:55 Date Digitally signed by Gina Messenger Description Digitally signed by Gina Messenger Digitally signed by Gina Digitally signed by G			
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DEPUTY SUPERINTENDENT DL DISTRICT OF MANATEE COUNTY With Ault Tritalibroum Legal Counsel Cynthia Saunders Date: 2020.08.27 14:56:56 Superintendent Digitally signed by Cynthia Saunders Date: 2020.08.27 14:56:56 Superintendent Digitally signed by Gina Messenger Digitally signed by Gina Messenger Defic: 2020.08.27 14:57:18 8/27/2020			
Cynthia Saunders Saunders Date: 2020.08.27 14:56:55 Superintendent Date Digitally signed by Cynthla Saunders Date: 2020.08.27 14:56:55 Date: 2020.08.27 14:56:55 Date Digitally signed by Gina Messenger Defic: 2020.08.27 14:57:18 8/27/2020			8/17/2020
Saunders Date: 2020.08.27 14:56:56 Superintendent Digitally signed by Gina Messenger Date: 2020.08.27 14:57:18 8/27/2020 8/27/2020	DEPUTY SUP	PERINTENDENT	
Superintendent Date OL BOARD Digitally signed by Gina Gina Messenger Date: 2020.08.27 14:57:18 8/27/2020	DEPUTY SUP DL DISTRICT OF MA Witchell Teitsbeum Legal Counsel	PERINTENDENT	8/17/2020
Digitally signed by Gina Gina Messenger Date: 2020.08.27 14:57:18 8/27/2020	DEPUTY SUP OL DISTRICT OF MA Witchell Textsbaum Legal Counsel Cynthia	PERINTENDENT NATEE COUNTY Digitally signed by Cynthia Saunders Date: 2020.08.27 14:56:55	8/17/2020 Date
Gina Messenger Messenger Date: 2020.08.27 14:57:18 8/27/2020	DEPUTY SUP OL DISTRICT OF MA Witchell Textsbaum Legal Counsel Cynthia Saunders	PERINTENDENT NATEE COUNTY Digitally signed by Cynthia Saunders Date: 2020.08.27 14:56:55	8/17/2020 Date 8/27/2020
	DEPUTY SUP OL DISTRICT OF MA Witchell Textsbaum Legal Counsel Cynthia Saunders	PERINTENDENT NATEE COUNTY Digitally signed by Cynthia Saunders Date: 2020.08.27 14:56:55	8/17/2020 Date 8/27/2020

Board Chair

Date

Contract of Award Agreement [Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: Bliss Products and Services

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name Contractor/JLA Badge Expiration Fingerprint Appt Date/Time

Jam Carry 12023

Contractor/Vendor Disqualifiable Offenses:

- Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and thereporting of such sexual misconduct.
- Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- Section 775.30, relating to terrorism.
- Section 782.04, relating to murder.
- Section 787.01, relating to kidnapping.
- Any offense under chapter 800, relating to lewdness and indecent exposure.
- Section 826.04, relating to incest.
- Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

NOTICE OF INTENT TO AWARD

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

CONTRACT PERIOD: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

BOARD APPROVED ON AUGUST 25, 2020

ds Due: 3:00 p.m., July 22, 2020				
ITEM 1: PLAYGROUND EQUIPMENT				
BIDDERS:	Catalog Name	Number	Discount	
	SRP Components	2020	5%	
	SportsPlay	2018	5%	
	Superior Recreation	2019 (1)	5%	
	Athletic Connection	2020	5%	
	Bison	2020-21	5%	
	Jaypro	2019-2020 (2)	5%	
&B Management Group, Inc. dba Southern Park and Play Systems	Hadar Athletic	2014	5%	
	Playcraft Systems	1	2%	
	R3/Grounds for Play	2	2%	
	UltraPlay	3	2%	
	Id Sculpture	4	2%	
	Childforms	5	2%	
	Playtopia	6	2%	
	Freenotes Harmony	7	2%	
	SRP Parts	9	2%	
	SportsPlay	10	2%	
dvanced Recreational Concepts	Dynamo	20	2%	
	Dynamo	20	270	
pollo Sunguard Systems, Inc.	No Bid	No Bid	No Bid	
	Play and Park Structures	44	10%	
	Big Toys	33	5%	
	UltraPlay	X	5%	
	Freenotes Harmony	19	5%	
	Snug Play	X	5%	
	Sportsplay	X	5%	
	Elephant Play	X	5%	
	Adventurous Child	X	1%	
	AAA State of Play	X	1%	
	Cemrock	X	5%	
	Everlast Climbing	X	5%	
	Jensen Swing	X	5%	
	Action Play System	X	5%	
	Forte Products	X	5%	
	Store.blissproducts.com	X	5%	
	Dynacushion	X	5%	
	Superior Play	X	5%	
	World OF Wow	X	5%	
	Waterworks International	X	5%	
	Compac Water Play	X	5%	
iss Products and Services, Inc.	Compact vacci 1 mg			
oration Chada Calutions	N. D. I	N. D.I	N. Pil	
reative Shade Solutions	No Bid	No Bid	No Bid	
ndustrial Shadeports, Inc.	Industrial Shadeports	2020	10%	
	V V0 D 1 V1			
Compan, Inc.	Kompan US Price List		9%	

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR Bids Due: 3:00 p.m., July 22, 2020 ITEM 1: PLAYGROUND EQUIPMENT Catalog Name SRP - Superior Play SRP - Superior Play Components SRP - Grounds for Play SRP - Freenotes Harmony Park Big Toys Danager BIDDERS: 2020 5% 5% 5% 5% 5% 5% 2020 2020 2020 Lanier Plans, Inc. dba Korkat Dynamo 2020 Kidstuff Playsystems racle Recreation Equipment Company MeTEOR Education, LLC 1005 ADD 34% (15) 2020 8% (21) 12% (21) 15% (21) 18% (21) 20% (21) 20% (21) 10% (22) 5% 5% Bleachers UPC Parks Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment, Action Play Systems PlayCore Wisconsin DBA Game Time Game Time 2020 10% Playworld 2020 5% 3% Install Only Playmore West, Inc. Playcraft Systems R3/Grounds for Play Install Only UltraPlay Install Only Install Only Id Sculpture Childforms Install Only Install Only Playtopia Freenotes Harmony SRP Parts Install Only Install Only Install Only 10 Sports Play Playspace Services, Inc. Dynamo 20 Install Only Little Tikes Commercial Little Tikes Commercial 2020 25% (25)(26) Playpower LT Farmington, Inc. 2020 5% (26)(27)

ABULATION OF BIDS ON PARK AND PLAYGROUN	ID EQUIPMENT, MCSD No. 21-0053-MR		
ids Due: 3:00 p.m., July 22, 2020			
ITEM 1: PLAYGROUND EQUIPMENT			
BIDDERS:	Catalog Name	Number	Discount
	Jambette	2019 - 20	4%
	Play Ground Equipment.com	Volume 2	10%
oject Innovations, Inc.	Kids Pro Surf Turf & Play Pad	Project Innovations	5%
tep Services. Inc.	Landscape Structures, Inc. Adventure Playground Systems Kidstuff Playsystem Childforms Childforms	Playground & Park Design Catalog # 1005 Volume 12 Sales Brochure	3% 3% 3% 3% 3%
	Henderson Recreation	2020 Price List	6%
vartz Associates, Inc.	Action Play Systems	2020 Price List	10%
op Line Recreation, Inc.	BCI Burke	01	5%
arsity Sports dba BSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%

	ITEM 2: SITE EQUIPMENT			
BIDDERS:	Catalog Name	Number	Discount	
	Pilot Rock	260 - 2019	5%	
	Ultra Site	2020	5%	
	Ultra Play	2020	5%	
	Polly Products	2019	5%	
	Stern Williams	2020	5%	
A&B Management Group, Inc. dba Southern Park and Play Systems	Superior Site Amenities	2020	5%	
Aced wanagement Group, me. doa Southern I aik and I lay Systems	Ultrasite	11	2%	
	SRP Amenities			
		12	2%	
	Paris Fitness and Amenities	13	2%	
	ActionFit	14	3%	
	Bison	15	3%	
	The Park Catalog	theparkcatalog.com	2%	
	JayPro	16	3%	
	NRS Bleachers	19	3%	
Advanced Recreational Concepts	Kay Park	21	2%	
Apollo Sunguard Systems, Inc.	No Bid	No Bid	No Bid	
rapono ounguara systems, me.	Ultrasite	33	5%	
	Superior	33	5%	
	Jayhawk Plastics/Frog Furnishings			
			5%	
	Doty & Sons Concrete Products		5%	
	Crimson Poolside		5%	
	Action Fit		5%	
	Bark Park		5%	
	Evertlast Climbing	X	5%	
	Sportsfield Specialties	X	5%	
	National Recreation Systems	X	5%	
	Dero	X	5%	
	Jaypro	X	5%	
	Athletic Connections	X	5%	
	GT Grandstand	X	5%	
	Murdock Fountains	X	5%	
	Most Dependable Fountains	X	5%	
	Kings River Castings	X	5%	
	Webcoat	X	5%	
	Store.blissproducts.com	X	5%	
	Colorado Time Systems	X	5%	
	Spectrum Aquatics	X	5%	
	Gared Sports	X	5%	
	Power Systems	X	5%	
	Stewart Tennis	X	5%	
	US Tennis	X	5%	
Bliss Products and Services, Inc.				
0.7.01.1017	N. W.	N. P. I		
Creative Shade Solutions	No Bid	No Bid	No Bid	
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%	
W In-	The bar and		70/	
Kompan, Inc.	TPP Price List		5%	

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR Bids Due: 3:00 p.m., July 22, 2020 ITEM 2: SITE EQUIPMENT BIDDERS: Catalog Name Discount Lanier Plans, Inc. dba Korkat SRP - Superior Amenities 2020 MeTEOR Education, LLC Kidstuff Playsystems Miracle Recreation Equipment Compan Douglas Industries 1005 2020 ADD 34% (15) 5% 5% 5% 5% 5% 5% 5% 5% 5% Kay Park Wabash Valley Foresite Designs Murdock Fountains Most Dependable Fountains RCP Shelters Coverworx Shelters Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment, DogiPot (Pet Stations) 5% GT Site 2020 5% PlayCore Wisconsin DBA Game Time 5% 2020 Ultra Site Playmore West, Inc. Wabash Valley Ultrasite SRP Amenities 11 12 Install Only Install Only Paris Fitness and Amenities ActionFit 13 Install Only Install Only Bison The Park Catalog 15 Install Only Install Only theparkcatalog.com JayPro NRS Bleachers 16 19 Install Only Install Only Playspace Services, Inc. Kay Park Install Only Playpower LT Farmington, Inc. Little Tikes Commercial 2020 (29) 5% (30)

	ITEM 2: SITE EQUIPMENT			
BIDDERS:	Catalog Name	Number	Discount	
	Play Ground Equipment.com	Volume 2	10%	
Project Innovations, Inc.	Frog Furnishings	2018	3%	
Rep Services. Inc.	DuMor Site Furnishings		3%	
	Superior Amenities	2020 Catalog	2%	
	Kay Park Recreation	2020 Catalog	2%	
Superior Park Systems, Inc.	Adventure Site Amenities	Playground & Park Design Guide	2%	
	Sitescapes, Inc.	2020 Price List	5%	
	Kay Park Recreation	2020	6%	
	Ultra Site	2020 Price List	8%	
	Frog Furnishings	2020 Price List	8%	
	Vista Furnishings	2020 Price List	5%	
	Superior Site Amenities	2020 Price List	8%	
	Blue Valley Industries	2020 Price List	5%	
	Jaypro Sports	2020	7%	
	National Recreation Systems	2020 Price List	6%	
Swartz Associates, Inc.	MyTCoat	2020 Price List	8%	
·				
Top Line Recreation, Inc.	Premier Polysteel	02	3%	
·				
Varsity Sports dba BSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%	

	ITEM 3: SHADE STRUCTURE			
BIDDERS:	Catalog Name	Number	Discount	
	Fiberbuilt	2019	5%	
	Superior Shade	Volume 11	5%	
A&B Management Group, Inc. dba Southern Park and Play Systems	SkySpan	2020	5%	
	SRP Shade	17	5%	
	Ultra Shade	18	5%	
	Ball Fabrics	ballfabrics.com	1%	
	ICON Shelters	22	5%	
	Cedar Forest Products	23	5%	
	RCP Shelter	24	5%	
Advanced Recreational Concepts	SRP Shelter	25	5%	
Apollo Sunguard Systems, Inc.	Apollo Sunguard	2019	8% (6)	
	Shade Systems		5%	
	Shade America		5%	
	Ultra Shade		5%	
	Ultra Shelter		5%	
	Cedar Forest		55%	
	USA Shade		5%	
	Superior		5%	
	Discounmt Awnings	X	5%	
	Accent Awnings	X	5%	
	Creative Shade	X	5%	
	Apollo Sunguard	X	5%	
	Play and Park Structures	X	5%	
liss Products and Services, Inc.	Americana Building	X	5%	
reative Shade Solutions	Creative Shade (10)	1	15%	
ndustrial Shadeports, Inc.	Industrial Shadeports	2020	10%	
Kompan, Inc.	TPP Price List		4%	

	ITEM 3: SHADE STRUCTURE			
BIDDERS:	Catalog Name	Number	Discount	
anier Plans, Inc. dba Korkat	SRP - Superior Amenities	2020	5%	
feTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)	
filler Recreation Equipment & Design, Inc./Miracle Recreation Equipment,	USA Shade	2020	5%	
layCore Wisconsin DBA Game Time	GT Shade	2018 / 2020	5%	
	USA Shade	2020	3%	
	Shade Systems	2020	3%	
	Apollo Sunguard	2020	3%	
laymore West, Inc.	Superior Shelters	2020	3%	
	SRP Shade	17	Install Only	
	Ultrashade	18	Install Only	
	Ball Fabrics	ballfabrics.com	Install Only	
	ICON Shelters	22	Install Only	
	Cedar Forest Products	23	Install Only	
	RCP Shelter	24	Install Only	
ayspace Services, Inc.	SRP Shelter	25	Install Only	
laypower LT Farmington, Inc.	Little Tikes Commercial	2020 (31)	5% (32)	

	ITEN	ITEM 3: SHADE STRUCTURE			
BIDDERS:	Catalog Name	Number	Discount		
Project Innovations, Inc.	Pro Shade	Project Innovations, Inc.	3%		
	SkyWays Shades		3%		
	USA Shade		3%		
Rep Services. Inc.	Porter Corp		3%		
	Shade Systems, Inc.	Product Catalog	3%		
Superior Park Systems, Inc.	Adventure Shade Structures	Playground & Park Design Guide	3%		
	Ultra Shade	2020 Price List	4%		
Swartz Associates, Inc. (37)	Ultra Shelter	2020 Price List	4%		
	Shade System, Inc.	03	5%		
Op Line Recreation, Inc.	Americana	04	5%		
	_				
arsity Sports dba BSN Sports, LLC	BSN Sports Equipment	20-57307	10%		

	ITEM 4: SURFACING MATERIALS			
BIDDERS:	Catalog Name	Number	Discount	
A & D. Marray and Construction of Discontinuous Deals and Discontinuous	0.11	2020 21 0 4 4	70/	
&B Management Group, Inc. dba Southern Park and Play Systems	Garick	2020-21 Quotation	5%	
	Rubber Designs	8	5% (3)	
Advanced Recreational Concepts	Playspace ADA Wood Mulch	per regional supplier	5% (4)	
·		The second secon		
pollo Sunguard Systems, Inc.	No Bid	No Bid	No Bid	
	Safety 1st		5%	
	Wood Mulch Products		5%	
	Xgrass		5%	
	Zeager		5%	
	Fibar		5%	
	East Coast Mulch		5%	
	IMC Outdoor		5%	
	Rubber Recycle	X	5%	
	OTS	X	5%	
	Forever Lawn	X	5%	
	Tot Turf	X	5%	
	Forestry Resources	X	5%	
	Kemfer Sawmill	X	5%	
	Express Mulch Blowing	X	5%	
	American Mulch	X	5%	
	Rubber Surfacing Specialists	X	5%	
	Choppers	X	5%	
	Shady Surfacing	X	5%	
Bliss Products and Services, Inc.	Store.blissproducts.com	X	5%	
reative Shade Solutions	No Bid	No Bid	No Bid	
ndustrial Shadeports, Inc.	Industrial Shadeports	2020	10%	
1 /	Fibar EWF	2.540	4%	
	Turf Surfacing		4%	
	PIP Surfacing		4%	
	Rubber Safety Tiles		4%	
Kompan, Inc.	Rubber Mulch		4%	

	ITEM 4: SURFACING MATERIALS			
BIDDERS:	Catalog Name	Number	Discount	
The state of the s				
anier Plans, Inc. dba Korkat	Outdoor Safety Surfacing		5%	
IeTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)	
	Rubber Recycle (Shredded Rubber)		5%	
	Fibar Systems (EWF)		5%	
	Forever Lawn (Artificial Turf)		5%	
	NoFault (Poured in Place Surfacing)		5%	
filler Recreation Equipment & Design, Inc./Miracle Recreation Equipment	, Durable Lawn (Artificial Turf)		5%	
layCore Wisconsin DBA Game Time	GT Impax	2020	5%	
	Robertson TOT Turf		3%	
	No Fault		3%	
	X Grass		3%	
	Forever Lawn		3%	
	Mulch & Soil, Co.		3%	
aymore West, Inc.	Zeager		3%	
	Rubber Designs	8 8	5% (24)	
layspace Services, Inc.	Playspace ADA Wood Mulch	Per Regional Supplier	5% (25)	
laypower LT Farmington, Inc.	No Fault	N/A	5% (33)	

	ITEM 4:	ITEM 4: SURFACING MATERIALS			
BIDDERS:	Catalog Name	Number	Discount		
roject Innovations, Inc.	Kids Pro Surf Turf & Play Pad	Project Innovations, Inc.	5%		
	Forever Lawn		3%		
	VitriTurf		3%		
	No Fault Sports Group		3%		
	iMulch		3%		
ep Services. Inc.	Irvine		3%		
	Forever Lawn	Product Catalog	3%		
perior Park Systems, Inc.	Forever Lawn	Playground Grass	3%		
	Foresty Resources	2020 Price List	10%		
	Cowart & Mulch	2020 Price List	10%		
	IMC Outdoor	2020 Price List	6%		
wartz Associates, Inc.	Pierecton Rubber Products	2020 Price List	5%		
op Line Recreation, Inc.	No Bid	No Bid	No Bid		
'arsity Sports dba BSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%		

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR Bids Due: $3:00~\mathrm{p.m.}$, July 22, 2020

	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHA STRUCTURE AND SURFACING MATRERIAL	
BIDDERS:	Installer/Sub Contractor Name Percenta	
		l l l l l l l l l l l l l l l l l l l
	Ultimate Attitude, LLC	30%
A&B Management Group, Inc. dba Southern Park and Play Systems	Southern Park and Play Systems	20%
	Playspace Services - playgrounds	37%
	Playspace Services - Shade Install	49%
	Playspace Services - Site Furnishings	75%
	Playspace Services - Safety Surfacing	*(5)
Advanced Recreational Concepts	Playspace Services - Shelters	69%
	Cocozza Construction & Consulting	75%
	Dragon Recreation Services	75%
	Someson Homes	75%
Apollo Sunguard Systems, Inc.	The Best of Southwest Framing	75%
	Bliss Products	50% (7)(8)
	Shady Surfacing	50% (7)(8)
	Jammin Playgrounds	50% (7)(8)
	Complete Construction	50% (7)(8)
	Premier Recreation	50% (7)(8)
Bliss Products and Services, Inc.	Stewart Tennis	50% (7)(8)
Creative Shade Solutions	Creative Shade (10)	50% (11)
Industrial Shadeports, Inc.	Industrial Shadeports	130% (41)
Kompan, Inc.	Precision Playgrounds, Inc.	30% - 100% (12)(13)

	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE I STRUCTURE AND SURFACING MATRERIAL	
BIDDERS:	Installer/Sub Contractor Name	Percentage Mark up
Lanier Plans, Inc. dba Korkat	Lanier Plans, Inc. dba KorKat	35%
	Kidstuff Playsystems - Play Equipment	50% (16) (19)
	Kidstuff Playsystems - Safety Surfacing	60% (16) (17) (19)
MeTEOR Education, LLC	Kidstuff Playsystems - Shade Structures	100% (18) (19)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment,	Ryan's Maintenance	27%
	John Fitzgerald, Inc.	No Bid
	Playground Equipment	30%
	Site Amenities	30%
PlayCore Wisconsin DBA Game Time	Shade	30%
	Playmore West, Inc Playground Equipment	32%
	Playmore West, Inc Site Equipment	32%
	Playmore West, Inc Shade Structures	180%
Playmore West, Inc.	Playmore West, Inc Surfacing (23)	100%
	Playspace Services - Playgrounds	37%
	Playspace Services - Shade Install	49%
	Playspace Services - Site Furnishing	75%
	Playspace Services - Safety Surfacing	*(26)
Playspace Services, Inc.	Playspace Services - Shelters	69%
	Playworx Playsets LLC - Playground and Playground Parts	47% (34)
	Playworx Playsets LLC - Site Amenities	35%
	Playworx Playsets LLC - Shade	100%
Playpower LT Farmington, Inc.	No Fault - Pour in Place Surface (34)	25%

	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SIT	
	STRUCTURE AND SURFACING MATRER	
BIDDERS:	Installer/Sub Contractor Name	Percentage Mark up
	Project Innovations-Playground Equipment	38%
	Project Innovations-Pro Shades	80%
	Project Innovations-Kids Pro Suft Turf & Play Pad	*(35)
Project Innovations, Inc. (36)	Project Innovations-Frog Furnishings	60%
	Johnny Pitts Construction	85%
Rep Services. Inc.	Al Bosgraaf and Sons, Inc.	85%
	FFG Development and Construction	100%
	Sports Systems International, Inc.	100%
	Hurley Construction	100%
	Superior Park Systems, Inc.	100%
	Easygreens	100%
Superior Park Systems, Inc.	Forever lawn	100%
	Kennico, Inc.	34% - 110% (38)(39)
Swartz Associates, Inc.	Rida Group Construction	34% - 110% (38)(39)
	Hurley Construction, Inc.	36%
Top Line Recreation, Inc.	Al Bosgraaf & Sons, Inc.	36%
Varsity Sports dba BSN Sports, LLC (42)	No Bid	No Bid

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPME	ENT, MCSD No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 6: REPAIRS HOURLY RATE- PER HOUR	ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL	
A&B Management Group, Inc. dba Southern Park and Play Systems	\$150.00	No Bid	Digital Catalogs
Advanced Recreational Concepts	\$197.50	30%	Digital Catalogs
Apollo Sunguard Systems, Inc.	No Bid	No Bid	Digital Catalogs
Bliss Products and Services, Inc.	\$250.00 (9)	25% (9)	Printed Catalogs Digital Catalogs
Creative Shade Solutions	\$125.00	10%	Printed Catalogs
Industrial Shadeports, Inc.	\$265.00	15%	Digital Catalog
Kompan, Inc.	\$200.00	*(14)	Digital Catalog Printed Catalogs

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPME	NT, MCSD No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 6: REPAIRS HOURLY RATE- PER HOUR	ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL	
Lanier Plans, Inc. dba Korkat	\$75.00	35%	Digital Catalog
McTEOR Education, LLC	\$75.00 (20)	20% (20)	Digital price list/ No cats
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment,	\$150.00	0%	No Catalog
PlayCore Wisconsin DBA Game Time	\$100.00	10%	Printed Catalogs
Playmore West, Inc.	\$125.00	30%	Digital Catalog Printed Catalogs
Playspace Services, Inc.	\$197.50	30%	Digital Catalog with inst
Playpower LT Farmington, Inc.	\$100.00	25%	Printed Catalogs

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPME	ENT, MCSD No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 6: REPAIRS HOURLY RATE- PER HOUR	ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL	
			Digital Catalog
Project Innovations, Inc.	\$400.00	45%	Printed Catalogs
Rep Services. Inc.	No Bid	No Bid	Printed Catalogs
Superior Park Systems, Inc.	\$285.00	30%	Printed Catalogs
Swartz Associates, Inc.	\$200.00 (40)	No Bid	No Catalogs
Top Line Recreation, Inc.	\$350.00	30.00%	Digital Catalog
Varsity Sports dba BSN Sports, LLC (42)	No Bid	No Bid	No Catalogs

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TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR
Bids Due: 3:00 p.m., July 22, 2020
NOTES:
(1) Open Market/Playgrounds
(2) Allsport/2020 Athletic Eqpn
(3) or discounts applied in catalog
(4) per discount applied in Playspace catalog
(5) Discounts included in Playspace/Rubber Designs catalog
(6) See attached copy of price list
(7) This does not include any site prep, permitting or concrete work. Shelter and shade foundations will be additional. Some vendors offer
a delivered and installed price which will be discounted appropriately in the product discount. Site work and concrete including foundations
     will be priced per job. Sport court construction priced per job.
(8) Only Big Toys and Play and Park Structures require installer certification
 (9) Rental Equipment Mark Up will be 10% as allowed on Page 12
 (10) 2020 Manatee Schools Catalog
 (11) Shade Price
(12) 30% Equipment, 60% Site Equipment, Shade 100%
(13) Mat Installation is based upon each unit - $35.00 per unit
       Border Installation is based upon each unit - $15.00 per unit
       Pour in Place Pricing and Turf includes installation
EWF installation is based on cubic yard - $16 per cubic yd
       Rubber Tile Installation is based upon square footage - $3 per sq. ft.
Rubber Mulch Installation is based upon square footage - $10.00 per sq. ft.
(14) Markup for Repair Materials: Repair materials would be Kompan Spare Parts. Kompan has over 65,000 spare parts for current product lines as well as past product lines. Each part has a retail price and includes all markups. We would be happy to provide a Parts Price List in
 electronic format, if SDMC would like to view the list.
(15) Sell Price + (ADD) %
(16) Minimum $3500.00
 (17) 60% of safety surfacing cost
 (18) 100% of shade structure cost
(19) Please note all items may be negotiated for a particular job
(20) Kidstuff Playsystems will only service equipment manufactured by Kidstuff Playsystems, Olympic Recreation or Recreation Creations, LLC
 (21) 8% $0000 - $4999
    12% $5000 - $9999
   15% $10000 - $14999
   18% $15000 - $24999
    20% $25000 - Above Discount does not include freight, specials/sales flyer, parts
 (22) Bleachers Discount does not include freight, specials/sales flyer, parts
(23) Engineered Wood Fiber
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TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

Bids Due: 3:00 p.m., July 22, 2020

NOTES:

(24) or per discount applied in catalog
(25) per discount applied in Playspace Rubber Designs Catalog
(26) Discounts included in Playspace Rubber Designs Station
(27) off Playspounds Sets - Excludes Tot Builders, Custom Design Studio, Early Childhood Clever Climbers and Tot Tree
(28) Off Parts
(29) Pages 182 to 185
(30) off site amenities
(31) Pages 186 and 187
(32) Off Shade
(33) pff Safety Surface (PIP)
(34) Which equates to 35% of equipment list price before discount
(35) Included in Price
(36) Permits/Signed & Sealed Engineered Drawings not included. Prices TBD per Project
(37) Note: Prepay + Add Freight for all manufacturers. Any permitting requirements and costs (if applicable) will incur an additional fee.
(38) Playsground Equipment - 34%
Site Equipment - 35%
Shade Structure - 110%
Surfacing Materials
Forestry Resources - 60%
Cowart Mulch - 60%
IMC Outdoor - 40%
Piercetion Rubber Products 40%
(39) Prepay & Add Freight for all manufacturers
(40) 5900.00 Minimum charge for installation
(41) Industrial Shade Port manufactures and installs our own equipment
(42) BSN Sports Exceptions to percentage off bid Spring 2020 catalog-see list
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.



Piggyback Checklist

Contract Number/Name: Manatee County School District Contract of Award Agreement No. 21-0053-MR

Services/Supplies to be provided: Playground and safety surface removal and new playground, safety surface and shade installation.

Using Department(s): Department of Parks, Recreation & Cultural Arts

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		
Piggyback Contract is Valid? Contract Expiration Date: 08/31/2023	Yes		Initial Term: 09/01/20 – 08/31/23
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		
Does the piggyback contract have acceptable terms and conditions?	Yes		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes		
Piggyback Contract has Warranty Conditions?		No	Warranty conditions are specific to vendor.
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	

Verified	Ву:	
Date:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance						<u> </u>	Aeg Stover	PAV		
P.O. 2077 Cartersville, GA 30120					PHONE (A/C. No. E-MAIL ADDRES:	Ext): 7	70-382-8954	FAX (A/G, No):	77	<u>0-386-4081</u>
Oditora	VIIIO, ON OUTED				ADDRES:	s: <u>N</u>	//Stover@hdi	ns.com		
					INSURER(8) AFFORDING COVERAGE				NAIC#	
ww.hdlns.com AYP070759					INSURER A: Cincinnati Specialty Underwriters					13037
KSURED					INSURER B: Twin City Fire Insurance Co.					29459
Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122					INSURER C: Sentinel Insurance Co. Ltd					11000
					INSURER D ;					
					INSURER E ;					ABI.
OVERAGES		TIEIC	· A T'E	NUMBER: 59624494	INSURER	(r:		REVISION NUMBER:		
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R TYPE	OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
	LGENERALLIABILITY	1		CSU0024940		1/17/2021	1/17/2022	EACH OCCURRENCE	\$ 1000	000
CLAIMS	MADE V OCCUR							DAMAGE TO RENTED PREMISES (Eg occurrence)	\$1000	00
✓ Contract &								MED EXP (Any one person)	\$5000	
\$5000 Deductible per claim								PERSONAL & ADV INJURY		000
GEN'L AGGREGATE LIMIT APPLIES PER:]						GENERAL AGGREGATE	\$3000	
POLICY /								PRODUCTS - COMP/OP AGG	\$3000	
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OWNED	SCHEDULED				- 1			BODILY INJURY (Per person)	\$	
AUTOS ONLY HIRED	AUTOS NON-OWNED				- 1			BODILY INJURY (Per accident		
AUTOS ONLY	AUTOS ONLY	1			- 1			PROPERTY DAMAGE (Per accident)	\$	
									\$,
UMBRELLA	JAB OCCUR	✓		CSU0024939	- 1	1/17/2021	1/17/2022	EACH OCCURRENCE	\$5000	0000
✓ EXCESS LIAE	CLAIMS-MADE				- 1			AGGREGATE	\$5000	0000
DED	RETENTION \$0								\$	
WORKERS COMPE AND EMPLOYERS'	LIADIUTY			20WECAT3242	- 1	7/29/2020	7/29/2021	✓ PER OTH-		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		المديرا	N/A		ļ			E.L. EACH ACCIDENT	CIDENT \$1000000	
		IN/A						E.L. DISEASE - EA EMPLOYEE \$1000		3000
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT		
C IM-Installation				20SBAZT2793		4/19/2020	4/19/2021	100000	1.9 1001	
								\$2500 deductible		
SCRIPTION OF OPER	ATIONS / LOCATIONS / VELIF	IES /A	الله الم	l 101, Additional Remarks Sched	ula may ba	attached if more	a snana le recul	(math)		
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See Attached Re	marks Schedule									
formation provide	ed by this certificate (inc	luding	ı anv	addendum/attachment) Is	strictly li	mited ner St	ate of Georgi	ia legislation (HR66).		
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City of Hollywo	ood							DESCRIBED POLICIES BE : EREOF, NOTICE WILL		
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David Vazquez

From:

Horace McLarty

Sent:

Thursday, April 15, 2021 5:30 PM

To:

David Vazquez

Subject:

FW: [EXT]Re: COI - Needed for 55532

Attachments:

City Of Hollywood COI - 041521.pdf

Satisfactory

Horace McLarty

Accountant, Human Resources/Risk Management



Office: (954) 921-3292 Fax: (954) 921-3678

From: David Vazquez

Sent: Thursday, April 15, 2021 5:19 PM

To: Horace McLarty < HMCLARTY@hollywoodfl.org> **Subject:** FW: [EXT]Re: COI - Needed for 55532

Horcae,

Attached COI is for playground, safety surface and shade replacement project.

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