



OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

DATE: November 4, 2024

FILE: PR-25-029

* Assigned by procurement

TO: George R. Keller, Jr. CPPT
City Manager

VIA: Adam Reichbach DocuSigned by:
Adam Reichbach
FF840A01DE2047B...
Assistant City Manager

VIA: Gus Zambrano DocuSigned by:
Gus Zambrano
850501A269B24D0...
Assistant City Manager

THRU: DS
gg Otis Thomas DocuSigned by:
Otis Thomas
83A2D5C0D289438
Director, Procurement and Contract Compliance

FROM: Ricky Engle DocuSigned by:
RENGLE@HollywoodFL.org
F1A5EDF9C9BB4B8
Director, Parks, Recreation & Cultural Arts (PRCA)

SUBJECT: Recommendation to Approve the Issuance of a Purchase Order to Bliss Products and Services, Inc for a New Park Shelter, Game Table and Concrete Slabs up to \$39,928.00. The Procurement Method used is Piggyback.

ISSUE:

PRCA has a goal to add and improve park items throughout the City's Park system. This supports the City's 2025 Centennial Parks, Recreation & Cultural Arts Department System Master Plan. A competitive process was done through the School District of Manatee County ("District") solicitation No. MTS-906BC for Park and Playgrounds and Related Equipment. The District issued Contract No. SDMC 21-0053-MR ("Contract") to Bliss Product and Services, Inc. for an initial period of September 1, 2020, through August 31, 2023. The District issued Renewal Amendment to the Contract for a period of September 1, 2024, through August 31, 2025. The District has agreed to allow the City of Hollywood to piggyback the Contract under the same terms, conditions, and pricing.

AUTHORITY:

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED; EXCEPTIONS

(C)(5) Piggyback purchases:

The CPO may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the

state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Pursuant to Section 38.38 of the [Procurement Code](#), the City Manager or designee will have authority to approve and execute contracts up to \$100,000.

Funding has been provided in the fiscal year 2024 budget for the PRCA in Account Number 334.309901.57200.563060.001773.000.000.

RECOMMENDATION:

Authorize the issuance of a Purchase Order to Bliss Products for the purchase of new park equipment up to \$39,928.00.

DocuSigned by:
Adam Reichbach

11/7/2024

APPROVED BY: FF840A01DE2047B...
George R. Keller, Jr. CPPT
City Manager

Date:

Attachments: Executed Piggyback Contract/Agreement and BID/RFP/Solicitation

Piggyback Request Form and Checklist

Approved Certificate of Insurance



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggyback Request Form

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date 10.29.2024

Department/Office Parks, Recreation & Cultural Arts

Division/Area 309091

Requestor D.Vazquez

Title Assistant Director

Phone 954.921.3404

Email dvazquez@hollywoodfl.org

1. Requested Vendor Bliss Products and Services, Inc.

Vendor Number 101035

Address 6831 South Sweetwater Road, Lithis Springs, GA 30122

Contact Person Patty Caruthers

Title Sales Representative

Phone 239.596.9660

Email patty@blissproducts.com

2. Contract title and number requesting to piggyback? Renewal Amend - Award Agreement NO 21-0053-MR

Awarding Agency Manatee County School District

Contract Expiration Date 08/31/2025

Copy of Contract and Awarding Agency documentation is attached (provide if available).

Yes No

3. Product/Service being requested (be specific). Purchase and installation of park shelter and dog park items.

4. Detailed description of the product/service's function and purpose. As part of the city's General Obligation Bond (GOB) projects, Poinciane Park is proposed to have play elements added to the dog park.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Bliss Products and Services's sales representative was contacted for a quote.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain PRCA is working with multiple playground and park equipment vendors on multiple park improvement and general obligation bond projects.

7. Total cost of the requested product/service. \$39,928.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$ 0.00

Account Number(s) 334.309901.57200.563060.001773.000.000 - \$39,928.00

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? Yes No

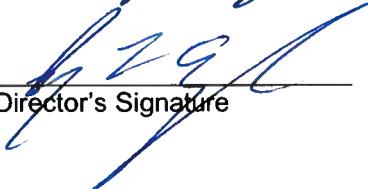
If yes, please explain Along with General Obligation Bond funds, PRCA received a \$50,000 grant funding from FDEP Division of State Lands, Land and Recreation Grants Section. Both fundins soucres will be utilized to pay for this request.

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.


Requestor's Signature

10/29/2024
Date


Director's Signature

10/29/24
Date



Piggyback Checklist

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

Piggyback Contract Number/Name: Manatee Schools MCSD NO 21-0053-MR

Services/Supplies to be provided: Park shelter and game table for Mindfulness Park

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): On June 18, 2024, the City Commission approve Resolution R-2024-204 to rename the Rainbow Tot Lot to the Richard Blattner Mindfulness Park. A new park shelter and game table are part of the new park. PRCA identified multiple playground and park equipment vendors to partner with to complete playground related capital improvement projects. Piggybacking a competitively bid RFP awarded to Bliss Products ensures competitive pricing along with expediting the procurement process.

Procurement Code, Section 38.41(C)(5):

(5) *Piggyback purchases.* The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	Yes		Typically competitively bid piggybacks offer fairer terms and pricing due to the large volume in sales. Vendors achieve economies of scale by increasing production. Some of those savings are seen in piggybacked solicitations.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	Yes		Piggybacking expedites the procurement along with reducing staff time and resources.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	Yes		Capital improvement funding

***If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.**

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:	Yes		Term – 9/1/20 – 8/31/23 1 st renewal – 9/1/23 – 8/31/24 2 nd renewal – 9/1/24-8/31/25
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		
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?	Yes		
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	N/A

Requestor's Signature: 
Date: 10/29/2024

Director's Signature: 
Date: 10/29/24

CPO Signature: 
Date: 11/4/2024

DocuSigned by: Otis Thomas
83A2D5C0D289438...



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

Quote # **72318**
 Sales Rep: Patty Carruthers
 patty@blissproducts.com
 O: (912) 922-2346
 F: (770) 920-1915
 C: (239) 248-6430

CITY OF HOLLYWOOD

Date **10-29-2024**

Project SHELTER FOR RAINBOW TOT LOT PARK

Bill To

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

Ship To

RAINBOW TOT LOT PARK
 4001 N. HILLS DRIVE
 HOLLYWOOD, Florida 33021

Contact

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

Approximate Ship Date

Ship Via

Payment Terms

Net 30

*** Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
*** Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPS	PERMIT	PULL PERMIT BUT DOES NOT INCLUDE THE APPLICATION FEES TO BE PAID BY THE CITY IF NOT WAIVED OR CAN BE ADDED TO FINAL INVOICE IF NEEDED. NO DISCOUNT PER CONTRACT PER NOTE #7	1	\$1,800.00	\$1,800.00
BPS	ROOFING CONTRACTOR	REQUIRED FOR PERMIT	1	\$700.00	\$700.00
CFS	RHS-1010	RECTANGULAR HIP SHELTER 10 X 10 WITH 8' EAVE HEIGHT ENGINEERING INCLUDED FOR PERMITS COLORS TBD LIST PRICE -\$12950 DISCOUNT PROVIDED - \$950 EXCEEDS REQUIRED DISCOUNT (5%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR	1	\$12,000.00	\$12,000.00
SAF	SITE WORK SHELTER	SITE WORK FOR INSTALL - NO DISCOUNT PER CONTRACT NOTE #7 Work to include: 1. Dig 4 footings and dispose of spoils off-site 2. Install steel reinforcement cages in each footing. 3. Set anchor bolts and pour concrete 4. Excavate, form, and pour 4" thick 10' x 10' concrete slab 5. Site restoration 6. Excavate, form, and pour 2- 36" x 84" and 1- 36" x 54" concrete pads for bench and waste receptacle installation by the City of Hollywood Working time to complete 7 days	1	\$10,195.00	\$10,195.00
SAF	INSTALL SHELTER & TABLE	ERECT SHELTER & INSTALL TABLE PRICE TO INSTALL MUST NOT EXCEED 50% OF COST OF THE SHELTER EQUIPMENT (MAX INSTALL AMOUNT THAT COULD BE CHARGED PER CONTRACT IS \$6984.50)	1	\$6,984.00	\$6,984.00
ULT	TABLE	P358H-V-GT 46" SQUARE TABLE (GAME TOP) DIAMOND PATTERN, PC FRAME COLORS TBD LIST PRICE - \$1819 DISCOUNT - \$200	1	\$1,619.00	\$1,619.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
		EXCEEDS REQUIRED DISCOUNT (5%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR			
Note:	NOTE	PRICE TO HOLD IF PURCHASED BY END OF 2024. SITE TO BE LEVEL AND PREPARED BY OTHERS BEFORE OUR ARRIVAL CURRENT SITE SURVEY MUST BE PROVIDED BY CUSTOMER FOR PERMIT APPLICATION OR IF ONE IS NOT AVAILABLE IT CAN BE PROVIDED BY BLISS PRODUCTS AT AN ADDITIONAL COST AND ADDED TO FINAL INVOICE.			

Sub Total \$33,298.00

Freight 6,630.00

Taxable Subtotal

Tax 0.00

Grand Total \$39,928.00

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 <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.
3. **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

Contract of Award Agreement

[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR]

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, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. 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

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

the duration of the Force 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 non-Federal 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).

Contract of Award Agreement

[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR]

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.

Contract of Award Agreement

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

- 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.
 - i. 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 APPLICABILITY 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 lambertl@manateeschools.net

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

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


Signature

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

08/04/2020
Date

REPRESENTATIVE
Title

239-248-7023
Phone

866-920-1915
Fax

jcarruthers@blissproducts.com
Email

Doug Wagner
Doug Wagner Aug 17, 2020 10:35 EDT

DEPUTY SUPERINTENDENT

8/17/2020

SCHOOL DISTRICT OF MANATEE COUNTY

Mitchell Teitelbaum

Legal Counsel
Cynthia
Saunders
Digitally signed by Cynthia Saunders
Date: 2020.08.27 14:56:55 -04'00'

Superintendent

8/17/2020
Date

8/27/2020
Date

SCHOOL BOARD

Gina Messenger
Digitally signed by Gina Messenger
Date: 2020.08.27 14:57:18 -04'00'

Board Chair

8/27/2020
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
Jim CARBUTTERS	05/21/2023	

Contract of Award Agreement

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

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 the reporting 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.



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

**Renewal Amendment, Park and Playground Equipment -SDMC NO. 21-0053-MR,
Renewal 2**

This Amendment to ^{Park and Playground Equipment -SDMC} NO. 21-0053-MR ("Contract") is made and entered into as of the last date signed below by and between The School District of Manatee County ("District") and ^{Bliss Products and Services} ("Contractor"). District and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1. CONTRACT RENEWAL:

1.1 The District hereby executes its SECOND renewal option for a period from September 1, 2024 through August 31, 2025. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District.

2. CONFLICT OF TERMS:

2.1 To the extent any of the terms of this agreement conflict with the terms of the contract, the terms of this agreement shall control. All other terms of the contract remain in full force.

3. WARRANTY OF AUTHORITY

3.1 Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. PAYMENT TERMS:

4.1 The standard payment terms for the School District of Manatee County are Net 45. 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.

5. INVOICE REQUIREMENTS:

5.1 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.

6. NON-FUNDING:

6.1 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.

7. TERMINATION FOR CAUSE and CONVENIENCE:

7.1 Termination for Cause—The School Board 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 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

8. **COMPLIANCE WITH THE SUNSHINE LAW:**

8.1 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, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. 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.

9. **EQUAL EMPLOYMENT OPPORTUNITY:**

9.1 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."

10. **ANTI-DISCRIMINATION:**

10.1 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.

11. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:**

11.1 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.

12 **FORCE MAJEURE:**

12.1 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 Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

13 **GOVERNING LAW:**

13.1 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.

14 **DAVIS-BACON ACT:**

14.1 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.

15 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

15.1 (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.

16 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

16.1 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.

- 17 **CLEAN AIR ACT:**
- 17.1 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).
- 18 **DEBARMENT AND SUSPENSION:**
- 18.1 (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.
- 19 **BYRD ANTI-LOBBYING AMENDMENT:**
- 19.1 (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.
20. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**
- 20.1 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).
21. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**
- 21.1 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.

22. **INDEMNIFICATION:**

22.1 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.

23. **INSURANCE:**

- 23.1
- 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.
 - i. 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.

24. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

24.1 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.

25. **SOVEREIGN IMMUNITY:**

25.1 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 APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

26. AUTHORITY TO EXECUTE:

26.1 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.

27. ASSIGNMENT:

27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):

28.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.


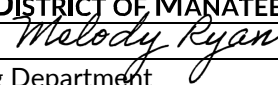
The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 329247

Bliss Products and Services, Inc.	6831 S Sweetwater Road Lithia Springs, GA 30122
BUSINESS/COMPANY NAME	ADDRESS
239-248-7023	jcarruthers@blissproducts.com
PHONE	EMAIL
Jim Carruthers	Representative
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	
Vendor	Date
SCHOOL DISTRICT OF MANATEE COUNTY:	
	
Purchasing Department	Date

The current awarded tabulation is posted on the Purchasing website: www.manateeschools.net

If you do not agree to this renewal, please indicate on this renewal agreement and return to Purchasing Department.

EXHIBIT A
CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Bliss Products and Services, Inc.

TELEPHONE NUMBER: 239-248-7023

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 ApptDate/Time
Jim Carruthers	Bliss Products / Expired	5/9/2024 3:30pm

Contractor/Contractor Disqualifiable Offenses:

❖ Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2024

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

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

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759	CONTACT NAME: Meg Stover PHONE (A/C. No. Ext): 770-382-8954 FAX (A/C. No.): 770-386-4081 E-MAIL ADDRESS: MStover@hdins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Specialty Underwriters	NAIC # 13037
INSURER B: Twin City Fire Insurance Co.	29459
INSURER C: Sentinel Insurance Co, Ltd	11000
INSURER D: Certain Underwriters at Lloyd's, London	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 81500541 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0024940	1/17/2024	1/17/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2024	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			CSU0024939	1/17/2024	1/17/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAT3242	7/29/2024	7/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	IM-Installation			20SBAZT2793	4/19/2024	4/19/2025	\$100,000
D	Professional Liability			HPL24-0075	4/28/2024	4/28/2025	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU0202058	1/17/2024	1/17/2025	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDER CANCELLATION

City of Hollywood Parks and Recreation and Cultural Arts P.O. Box 229045 1405 South 28 Avenue Hollywood FL 33022-9045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> H. L. Daniel </div>
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AGENCY CUSTOMER ID: A _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** ACORD 25 (03/16)

HOLDER: City of Hollywood Parks and Recreation and Cultural Arts

ADDRESS: P.O. Box 229045 1405 South 28 Avenue Hollywood FL 33022-9045

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1.

GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 12/21.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSCX 207 10/20.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.

From: [Certificate of Insurance](#)
To: [David Vazquez](#); [Certificate of Insurance](#)
Subject: RE: COI review
Date: Thursday, October 26, 2023 2:40:43 PM
Attachments: [Hollywood City of - GL and AUTO - 2023.pdf](#)
[Hollywood City of - WC 2024.pdf](#)

Good afternoon,

The COIs are acceptable.

Thanks,

Stacy

From: David Vazquez <DVazquez@hollywoodfl.org>
Sent: Thursday, October 26, 2023 2:06 PM
To: Certificate of Insurance <COI@hollywoodfl.org>
Subject: COI review

Good afternoon,

Insurance is for a park improvement project. Please review for acceptance.

DV