



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggyback Request Form

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

2021 JUL 28 PM 5:12

CITY OF HOLLYWOOD,
PROCUREMENT SERVICES
DIVISION

Date 07/28/2021

Department/Office PRCA

Division/Area 300101

Requestor Karl Chuck

Title Parks Manager

Phone 954-921-3404

Email kchuck@hollywoodfl.org

1. Requested Vendor Bliss Products & Services, Inc. Vendor Number 101035

Address 6831 South Sweetwater Road, Lithia 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? Award Agreement No. 21-0053-MR

Awarding Agency Manatee County School District

Contract Expiration Date 08/31/2023

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 playground equipment and safety surfacing

4. Detailed description of the product/service's function and purpose. As part of City's General Obligation Bond (GOB) projects, John Williams Park is proposed to have the playground renovated. The renovation includes demolition of the existing playground and installation of new playground equipment and safety surfacing.

5. Please explain what process the Department/Office took to verify and/or identify this contract. City staff requested a quote from Bliss Sales Representative.

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 several playground vendors on a handful of playground renovation capital improvement projects

7. Total cost of the requested product/service. \$197,577.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$0. One-time cost

Account Number(s) 333.309901.57200.563010.001212.000.000

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

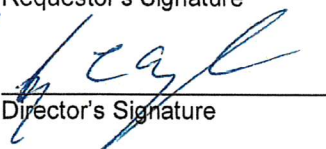
If yes, please attach a copy of the warranty details.

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

28 July 2021
Date


Director's Signature

7/28/2021
Date



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 By: *D. Vazquez*
Date: 07/21/2021



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

Quote # **56616**
Sales Rep: Patty Carruthers
patty@blissproducts.com
O: (239) 248-6430
F: (770) 920-1915
C: (239) 248-6430

CITY OF
HOLLYWOOD

Date 07-21-2021

Project JOHN WILLIAMS PARK - OPTION #1 -
REVISION AFTER COMMUNITY MEETING

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

Ship To
CITY OF HOLLYWOOD
4701 Tyler Street
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 PERMITS BUT DOES NOT INCLUDE THE APPLICATION FEE TO BE PAID BY CITY IF NOT WAIVED	1	\$1,800.00	\$1,800.00
PPS	645-140355B	NO DISCOUNT PER CONTRACT PER NOTE #7 CUSTOM PLAYGROUND PER DWG DATED 5-26-2021 COLOR SCHEME - NORTHWOODS LIST PRICE - \$125632 DISCOUNT- \$25000	1	\$100,632.00	\$100,632.00
SAF	SITE WORK	EXCEEDS REQUIRED DISCOUNT OF 10% PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR DEMO & EXCAVATION 1. Remove all existing play equipment and dispose of off-site 2. Remove and dispose of the existing synthetic turf, rubber pads base, and nailer boards	1	\$12,000.00	\$12,000.00
SAF	SURFACING	SITE PREP WORK FOR INSTALL - NO DISCOUNT REQUIRED PER CONTRACT NOTE #7 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: 2,779SF Product: Poured-in-Place Safety Surface By Safety 1st Playgrounds, Inc Thickness: 2, 2 1/2, & 3 1/2" for a 4, 6, & 8' CFH Color: Color/Black 50/50 with inlaid games Working time to complete: 2 weeks Warranty: Five Years LIST - 53650 DISCOUNT - 3000	1	\$50,650.00	\$50,650.00
SAF	INSTALL PLAYGROUND	EXCEEDS REQUIRED 5% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR Install new play equipment as per PPS drawing 645-140355B dated 5/26/21 in compliance with permit and necessary inspections PRICE TO INSTALL MUST NOT EXCEED 50% COST OF PLAYGROUND EQUIPMENT (MAX PRICE TO INSTALL \$50316 PER CONTRACT)	1	\$24,300.00	\$24,300.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
STE	ENGINEERING	S & S ENGINEERING FOR PERMITS	1	\$1,200.00	\$1,200.00
		NO DISCOUNT PER CONTRACT PART OF PERMITTING COST WHICH IS CONVERED ON NOTE #7			
Note:	NOTE	ORDER MUST BE PLACED BY AUGUST 31, 2021.			
		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 \$190,582.00
					Freight 6,995.00
					Taxable Tax 0.00
					Subtotal
Financing as low as \$4,583.79 / month may be available pending credit approval.					Grand Total \$197,577.00

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/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

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(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	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	
www.hdins.com	AYP070759	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	INSURER A:	Cincinnati Specialty Underwriters	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: 62942445

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 ISUR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CSU0024940	1/17/2021	1/17/2022	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/OP AGG \$3000000 \$
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	<input checked="" type="checkbox"/>	20UECKN3349	7/29/2021	7/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>	CSU0024939	1/17/2021	1/17/2022	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	20WECAT3242	7/29/2021	7/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
C	IM-Installation		20SBAZT2793	4/19/2021	4/19/2022	\$100000 (\$2500 deductible)
D	Professional Liability		HPL21-0261	4/28/2021	4/28/2022	\$1000000 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--

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

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood PO Box 229045 2600 Hollywood Blvd. Hollywood FL 33022	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 H. L. Daniel <i>H L Daniel</i>

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ACORD 25 (2016/03)

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David Vazquez

From: Horace McLarty
Sent: Thursday, July 22, 2021 1:33 PM
To: David Vazquez
Cc: Tami Thornton
Subject: FW: Review of COI
Attachments: City Of Hollywood COI - 071921.pdf; FW: [EXT]Re: COI - Needed for 55532

Acceptable

Horace McLarty
Accountant, Human Resources/Risk Management



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

From: David Vazquez
Sent: Thursday, July 22, 2021 10:50 AM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: Review of COI

Horace,

1st attachment is updated COI for Bliss Products and Services. They are renovating park playgrounds for the City. The 2nd attachment is your review and approval of the same vendor's COI earlier this year. For your review and approval.

DV



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

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

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).

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.
 - 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:

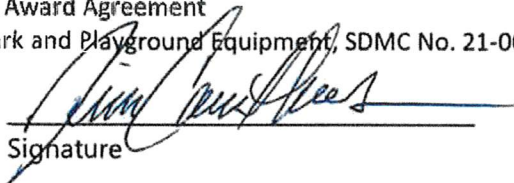
Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 lambertl@manateeschools.net

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


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
Superintendent

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

8/17/2020
Date

8/27/2020
Date

SCHOOL BOARD

Gina Messenger
Board Chair

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

8/27/2020
Date

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 CARRUTHERS	05/21/2023	
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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.

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

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR			
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	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%
Advanced Recreational Concepts	Hadar Athletic	2014	5%
	Playcraft Systems	1	2%
	R3/Grounds for Play	2	2%
	UltraPlay	3	2%
	1d Sculpture	4	2%
	Childforms	5	2%
	Playtopia	6	2%
	Freemotes Harmony	7	2%
	SRP Paris	9	2%
	SportsPlay	10	2%
Apollo Surguard Systems, Inc.	Dynamo	20	2%
	No Bid	No Bid	No Bid
Bliss Products and Services, Inc.	Play and Park Structures	44	10%
	Big Toys	33	5%
	UltraPlay	X	5%
	Freemotes 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%
	Evedlast Climbing	X	5%
	Jensen Swing	X	5%
	Action Play System	X	5%
	Forte Products	X	5%
	Store.blissproducts.com	X	5%
	Dynarushion	X	5%
	Superior Play	X	5%
	World Of Wow	X	5%
	Waterworks International	X	5%
	Compact Water Play	X	5%
Creative Shade Solutions	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompan, 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

BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
Lanier Plastics, Inc. dba Korkut	SRP - Superior Play	2020	5%
	SRP - Superior Play Components	2020	5%
	SRP - Grounds for Play	2020	5%
	SRP - Freemotes Harmony Park	2020	5%
	Big Toys	2020	5%
	Dynamo	2020	5%
McTEOR Education, LLC	Kidstuff Play Systems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	Miracle Recreation Equipment Company	2020	8% (21)
			12% (21)
			15% (21)
			18% (21)
	Bleachers		20% (21)
	UPC Parks		10% (22)
PlayCore Wisconsin DBA Game Time	Action Play Systems		5%
Playmore West, Inc.	Game Time	2020	10%
Playspace Services, Inc.	Playworld	2020	5%
	Berliner	2020	5%
	Playcraft Systems	1	Install Only
	R3/Grounds for Play	2	Install Only
	UltraPlay	3	Install Only
	Id Sculpture	4	Install Only
	Chitiforms	5	Install Only
	Playtopia	6	Install Only
	Freemotes Harmony	7	Install Only
	SRP Parts	8	Install Only
	Sports Play	10	Install Only
Playpower LT Farmington, Inc.	Dynamo	20	Install Only
Playpower LT Farmington, Inc.	Little Tikes Commercial	2020	25% (25)(26)
	Little Tikes Commercial	2020	5% (26)(27)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

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

BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
Project Innovations, Inc.	Janhette	2019-20	4%
	Play Ground Equipment.com	Volume 2	10%
	Kids Pro Surf Turf & Play Pad	Project Innovations	5%
Rep Services, Inc.	Landscape Structures, Inc.		3%
Superior Park Systems, Inc.	Adventure Playground Systems	Playground & Park Design	3%
	Kidstuff Playsystem	Catalog # 1005	3%
	Childforms	Volume 12	3%
	Childforms	Sales Brochure	3%
Swartz Associates, Inc.	Henderson Recreation	2020 Price List	6%
	Action Play Systems	2020 Price List	10%
Top Line Recreation, Inc.	BCI Burke	01	5%
Varsity 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 p.m., July 22, 2020

BIDDERS:	ITEM 2: SITE EQUIPMENT		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	Pilot Rock	200 - 2019	5%
	Ultra Site	2020	5%
	Ultra Play	2020	5%
	Polly Products	2019	5%
	Stern Williams	2020	5%
	Superior Site Amenities	2020	5%
Advanced Recreational Concepts	Ultasite	11	2%
	SRP Amenities	12	2%
	Paris Fitness and Amenities	13	2%
	ActionFit	14	3%
	Bliss	15	3%
	The Park Catalog	theparkcatalog.com	2%
	JayPro	16	3%
	NRS Bleachers	19	3%
	Kay Park	21	2%
Apollo Sanguard Systems, Inc.	No Bid	No Bid	No Bid
Bliss Products and Services, Inc.	Ultasite	33	5%
	Superior		5%
	Jayhawk Plastics/Frog Furnishings		5%
	Doty & Sons Concrete Products		5%
	Crimson Poolside		5%
	Action Fit		5%
	Bark Park		5%
	Everlast Climbing	X	5%
	Sportsfield Specialties	X	5%
	National Recreation Systems	X	5%
	Dero	X	5%
	Jaypro	X	5%
	Athletic Connections	X	5%
	GFI Groundstand	X	5%
	Murdoch Fountains	X	5%
	Most Dependable Fountains	X	5%
	Kings River Castings	X	5%
	Webecon	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%
Creative Shade Solutions	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompas, 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

BIDDERS:	ITEM 2: SITE EQUIPMENT		
	Catalog Name	Number	Discount
Lanier Plast., Inc. dba Korkat	SRP - Superior Amenities	2020	5%
McTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	Miracle Recreation Equipment Company	2020	5%
	Douglas Industries		5%
	Bison Sports		5%
	Kay Park		5%
	Wabash Valley		5%
	Forestate Design		5%
	Murdoch Fountains		5%
	Most Dependable Fountains		5%
	RCP Shelters		5%
	Coverwox Shelters		5%
PlayCore Wisconsin DBA Game Time	GT Site	2020	5%
	Ultra Site	2020	5%
Playmore West, Inc.	Wabash Valley	2020	5%
Playspace Services, Inc.	Ultrastile	11	Install Only
	SRP Amenities	12	Install Only
	Paris Fitness and Amenities	13	Install Only
	ActionFit	14	Install Only
	Bison	15	Install Only
	The Park Catalog	theparkcatalog.com	Install Only
	JayPro	16	Install Only
	NRS Bleachers	19	Install Only
Playpower LT Farmington, Inc.	Kay Park	21	Install Only
	Little Tikes Commercial	2020 (29)	5% (30)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

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

BIDDERS:	ITEM 2: SITE EQUIPMENT		
	Catalog Name	Number	Discount
Project Innovations, Inc.	Play Ground Equipment.com	Volume 2	10%
	Frog Furnishings	2018	3%
Rep Services, Inc.	DuMor Site Furnishings		3%
Superior Park Systems, Inc.	Superior Amenities	2020 Catalog	2%
	Kay Park Recreation	2020 Catalog	2%
	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	5%
	MyTCoat	2020 Price List	8%
Swartz Associates, Inc.			
Top Line Recreation, Inc.	Premier Polysteel	02	3%
Varsity 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 p.m., July 22, 2020

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

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR

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

BIDDERS:	ITEM 3: SHADE STRUCTURE		
	Catalog Name	Number	Discount
Lanier Plans, Inc. dba Korkut	SRP - Superior Amenities	2020	5%
MeTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Minicle Recreation Equipment	USA Shade	2010	5%
PlayCore Wisconsin DBA Game Time	GT Shade	2018 / 2020	5%
Playmore West, Inc.	USA Shade	2020	3%
	Shade Systems	2020	3%
	Apollo Sunguard	2020	3%
	Superior Shelters	2020	3%
	SRP Shade	17	Install Only
Playspace Services, Inc.	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
	SRP Shelter	25	Install Only
Playpower LT Farmington, Inc.	Little Tikes Commercial	2020 (31)	5% (32)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0653-B1R

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

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

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR

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

BIDDERS:	ITEM 4: SURFACING MATERIALS		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	Garick	2020-21 Quotation	5%
Advanced Recreational Concepts	Rubber Design	8	5% (3)
	Playspace ADA Wood Mulch	per regional supplier	5% (4)
Apollo Simguard Systems, Inc.	No Bid	No Bid	No Bid
	Safety 1st		5%
	Wood Mulch Products		5%
	Xeross		5%
	Zegger		5%
	Flhar		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%
	Kemler Sawmill	X	5%
	Express Mulch Blowing	X	5%
	American Mulch	X	5%
	Rubber Surfacing Specialists	X	5%
	Choppers	X	5%
	Shady Surfacing	X	5%
	Store.blissproducts.com	X	5%
Bliss Products and Services, Inc.			
Creative Shade Solutions	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
	Flhar EWF		4%
	Turf Surfacing		4%
	PIP Surfacing		4%
	Rubber Safety Tiles		4%
	Rubber Mulch		4%
Kompan, Inc.			

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR

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

BIDDERS:	ITEM 4: SURFACING MATERIALS		
	Catalog Name	Number	Discount
Lanier Platts, Inc. dba Kurkat	Outdoor Safety Surfacing		5%
MeTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Mikale Recreation Equipment	Rubber Recycle (Shredded Rubber)		5%
	Elbar Systems (EWF)		5%
	Forever Lawn (Artificial Turf)		5%
	No Fault (Poured in Place Surfacing)		5%
	Durable Lawn (Artificial Turf)		5%
PlayCore Wisconsin DBA Game Time	CT Impax	2020	5%
Playmore West, Inc.	Robertson TOT Turf		3%
	No Fault		3%
	X Grass		3%
	Forever Lawn		3%
	Mulch & Soil, Co.		3%
	Zzager		3%
Playspace Services, Inc.	Rubber Design	8	5% (24)
	Playspace ADA Wood Mulch	Per Regional Supplier	5% (25)
Playpower LT Farmington, Inc.	No Fault	N/A	5% (33)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

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

BIDDERS:	ITEM 4: SURFACING MATERIALS		
	Catalog Name	Number	Discount
Project Innovations, Inc.	Kids Pro Surf Turf & Play Pad	Project Innovations, Inc.	5%
Rep Services, Inc.	Forever Lawn		3%
	VirtuTurf		3%
	No Fault Sports Group		3%
	IMulch		3%
	Irvine		3%
Superior Park Systems, Inc.	Forever Lawn	Product Catalog	3%
	Forever Lawn	Playground Grass	3%
Swartz Associates, Inc.	Forestry Resources	2020 Price List	10%
	Cowart & Mulch	2020 Price List	10%
	IMC Outdoor	2020 Price List	6%
	Pierecton Rubber Products	2020 Price List	5%
Top Line Recreation, Inc.	No Bid	No Bid	No Bid
Varsity 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 p.m., July 22, 2020

BIDDERS:	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHADE STRUCTURE AND SURFACING MATERIAL	
	Installer/Sub Contractor Name	Percentage Mark up
A&B Management Group, Inc. dba Southern Park and Play Systems	Ultimate Attitude, LLC	30%
	Southern Park and Play Systems	20%
Advanced Recreational Concepts	Playspace Services - playgrounds	37%
	Playspace Services - Shade Install	49%
	Playspace Services - Site Furnishings	75%
	Playspace Services - Safety Surfacing	*(5)
	Playspace Services - Shelters	69%
Apollo Sanguard Systems, Inc.	Cocozza Construction & Consulting	75%
	Dragon Recreation Services	75%
	Sonogon Homes	75%
	The Best of Southwest Framing	75%
Bliss Products and Services, Inc.	Bliss Products	50% (7)(8)
	Shady Surfacing	50% (7)(8)
	Janumini Playgrounds	50% (7)(8)
	Complete Construction	50% (7)(8)
	Premier Recreation	50% (7)(8)
	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)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

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

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

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

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

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

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, 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 Sanguard Systems, Inc.	No Bid	No Bid	Digital Catalogs
Bliss Products and Services, Inc.	\$250.00 (9)	25% (9)	Printed Catalogs
Creative Shade Solutions	\$125.00	10%	Digital Catalogs Printed Catalogs
Industrial Shadeports, Inc.	\$265.00	15%	Digital Catalog
Kompen, Inc.	\$200.00	*(14)	Digital Catalog Printed Catalogs

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO 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	
Unier Plans, Inc. dba Korkat	\$75.00	35%	Digital Catalog
MeTEOR Education, LLC	\$75.00 (20)	20% (20)	Digital price list/ No catr
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
Physpace Services, Inc.	\$197.50	30%	Digital Catalog with inst
Phynpower LT Farmington, Inc.	\$100.00	25%	Printed Catalogs

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR

Bids Due: 3:00 p.m., July 23, 2020

BIDDERS:	ITEM 6: REPAIRS HOURLY RATE- PER HOUR	ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL	
Project Innovations, Inc.	\$400.00	45%	Digital Catalog 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

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 Equip
- (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 slide 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) Blenders Discount does not include freight, specials/sales flyer, parts
- (23) Engineered Wood Fiber

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 discounts applied in catalog
- (25) per discount applied in Playspace catalog
- (26) Discounts included in Playspace/Rubber Designs Catalog
- (27) Off Playgrounds Sets - Excludes Tot Builders, Custom Design Studio, Early Childhood Clever Climbers and Tot Tree
- (28) Off Pits
- (29) Pages 182 to 185
- (30) off site amenities
- (31) Pages 186 and 187
- (32) Off Shade
- (33) pit 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) Playground Equipment - 34%
 - Site Equipment - 35%
 - Shade Structure - 110%
 - Surfacing Materials
 - Forestry Resources - 60%
 - Cowart Mulch - 60%
 - IMC Outdoor - 40%
 - Pierrection Rubber Products 40%
- (39) Prepay & Add freight for all manufacturers
- (40) \$900.00 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

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.