



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:

Date:

S. Valquez
07/21/2021



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggyback Request Form

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

Date 07/29/2021

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, safety surfacing, and shade cover

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

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. \$144,414.00

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

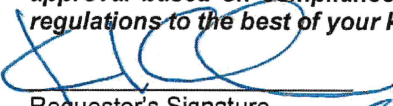
Account Number(s) 333.309901.57200.563010.001210.000.000

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

7/29/2021
Date


Director's Signature

8/2/2021
Date



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

Quote # **56617**
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 SAL OLIVERI VETERANS PARK - OPTION #2 WITH
SHADE REFURBISHMENT - 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	645-140358C	NO DISCOUNT PER CONTRACT PER NOTE #7 CUSTOM PLAYGROUND PER DWG DATED 5-26-2021 ENERGETIC COLOR SCHEME - SPRING GREEN, SKY BLUE & YELLOW WITH BLUE DECKS LIST PRICE - 61795 DISCOUNT PROVIDED - 12000	1	\$49,795.00	\$49,795.00
SAF	SITE WORK	EXCEEDS REQUIRED DISCOUNT (10%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR DEMO & SITE PREP 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	\$10,000.00	\$10,000.00
SAF	SURFACING	SITE 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: 1,752 SF 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 PRICE - 36440 DISCOUNT - 2000 EXCEEDS REQUIRED 5% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR	1	\$34,440.00	\$34,440.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
SAF	INSTALL PLAYGROUND	Install new play equipment as per PPS drawing 645-140358C dated 5-26-21 in compliance with permit and necessary inspections	1	\$18,000.00	\$18,000.00
SHA	CUSTOM SHADE	PRICE TO INSTALL MUST NOT EXCEED 50% OF COST OF PLAYGROUND EQUIPMENT (MAX INSTALL PRICE IS \$24897 ADD (3) TRIANGULAR SHADE SAILS USING OLD POLES WHICH WILL BE SANDED, PRIMED & PAINTED (2 COATS) TO MATCH PLAYGROUND EQUIPMENT - NO PERMITTING INCLUDED OR REQUIRED FOR THIS WORK LIST PRICE 28184 DISCOUNT 2000 COLORS - YELLOW POSTS WITH BLUE FABRIC EXCEEDS REQUIRED 5% DISCOUNT PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR	1	\$26,184.00	\$26,184.00
STE	ENGINEERING	S & S ENGINEERING FOR PERMITS	1	\$1,200.00	\$1,200.00
Note:	NOTE	NO DISCOUNT PER CONTRACT PER NOTE #7 - PART OF PERMITTING COST ORDER MUST BE RECEIVED 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 \$141,419.00
					Freight 2,995.00
					Tax 0.00
					Taxable Subtotal
Financing as low as \$3,350.40 / month may be available pending credit approval.					Grand Total \$144,414.00

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 www.hdins.com AYP070759	CONTACT NAME: Meg Stover	FAX (A/C No.): 770-386-4081
	PHONE (A/C No. Ext.): 770-382-8954	E-MAIL ADDRESS: MStover@hdins.com
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Specialty Underwriters	
	INSURER B: Twin City Fire Insurance Co.	
	INSURER C: Sentinel Insurance Co, Ltd	
	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 SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$0	<input checked="" type="checkbox"/>	GSU0024939	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	20WECAT3242	7/29/2021	7/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 HOLDERCity of Hollywood
PO Box 229045
2600 Hollywood Blvd.
Hollywood FL 33022**CANCELLATION**

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

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

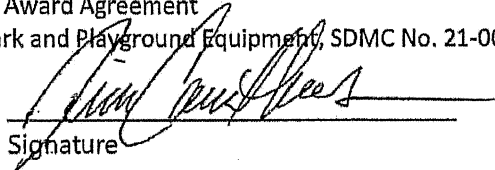
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by 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 nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - 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

SCHOOL DISTRICT OF MANATEE COUNTY

Legal Counsel

Date

Superintendent

Date

SCHOOL BOARD

Board Chair

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	
----------------	------------	--

Contractor/Vendor Disqualifiable Offenses:

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