AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: Jun 21 2016 10:15AM - Regular School Board Meeting

Special Order Request: ○ Yes ◉ No

ITEM No.: EE-13.

AGENDA ITEM: OPEN ITEMS

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

Time:

DEPARTMENT: Procurement & Warehousing Services

Open Agenda: ◉ Yes ○ No

TITLE:

Piggyback Recommendation of $500,000 or Greater - 56-103T - Playground Equipment, Surfacing, and Fabric Shade Structures

REQUESTED ACTION:

Approve the recommendation to piggyback for the above contract. Contract Term: June 22, 2016, through July 31, 2018, 2 Years, 1 Month; User Department: Physical Plant Operations and Office of Facilities and Construction; Award Amount: $6,260,000; Awarded Vendor(s): Apollo Sunguard Systems, Inc.; Bliss Products and Services, Inc.; Lanier Plans, Inc., d/b/a Korkat; Leadex Corporation; Playmore West, Inc.; Rep Services, Inc.; and Superior Park Services, Inc.; Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:

Pursuant to Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320, Part II, subparagraph M, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, etc. This request is for approval to piggyback existing agreements between various playground equipment vendors and The School District of Palm Beach County and The School District of Manatee County for the purchase of playground equipment and other related materials and services for the installation of new playgrounds or to refurbish existing playgrounds at various school sites.

Copies of all supporting documents are available at the Board Members' Office on the 14th floor of the K.C. Wright Administration Center and available online via the Broward County Public Schools eAgenda at: https://webappe.browardschools.com/eagenda/

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be $6,260,000. Funding related to the School Choice Enhancement Program of $4,900,000 will come from the SMART/ADEFP budget. The remaining balance of $1,360,000 will come from Physical Plant Operation's operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Recommendation Tabulation (3) Agreements-2A (4) Agreements-2B (5) Agreements-3 (6) Financial Analysis Worksheet (7) Supplier Evaluations-10

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Sam Bays / Robert Corbin	Phone: 754-321-4634
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: JUN 21 2016

Signature

Maurice Woods
Tuesday, June 14, 2016 5:18:39 PM

Electronic Signature

By: Abby M. Freedman
School Board Chair for the chair

Form #4189 Revised 04/16
WR/ MLW/MCC/SB/RC:lc

EXECUTIVE SUMMARY

Piggyback Recommendation of $500,000 or Greater
56-103T – Playground Equipment, Surfacing, and Fabric Shade Structures

This request is to approve the recommendation to award Piggyback 56-103T for a two (2) year term (June 22, 2016, through July 31, 2018) with two (2) additional one-year options to renew. Both Physical Plant Operations (PPO) and the Office of Facilities and Construction (OFC) are requesting an authorized spending authority in the amount of $6,260,000.

In 2007, Bid 28-073T, Playground Equipment, was approved by the Board for a two-year term (October 1, 2007, through September 30, 2009) and was renewed for two (2) additional one-year periods. In 2012, a piggyback utilizing the School District of Palm Beach County was approved via post approval for $800,000 of which $478,216 was expended.

A benchmark was performed against a nationally solicited cooperative bid, U.S. Communities, and it was determined that the School Board contracts being recommended offer between four (4) and nine (9) percent greater savings. In addition, a benchmark study was performed against Clay County, which yielded a greater savings by five (5) percent.

As of today, the demand for playground equipment has increased due to schools receiving School Choice Enhancement Program (SCEP) funding. Procurement and Warehousing Services (PWS), along with PPO and OFC, are recommending this piggyback as a solution to purchase playground equipment for two years. During the course of the two-year term, staff of PWS, PPO, and OFC will continue to monitor market conditions and the District's needs to determine what the best course of action will be.

This piggyback will be utilized by PPO and OFC and is essential for providing playground equipment parts and installation, repair/installation of playground rubber/artificial turf surfacing, and repair/installation of playground shade structures in order to keep all playgrounds safe and operational for students.

A careful review of Palm Beach and Manatee School's bid identified seven (7) awarded vendors that meet the District's playground equipment and playground surfacing needs. The breakdown of the seven (7) vendors are as follows:

Board Approved Contract Term	Original School District	Bid Number	Approved Vendor(s)
August 20, 2015 through August 19, 2020	Palm Beach	15C-32B	Apollo Sunguard Systems, Inc. Lanier Plans, Inc. d/b/a Korkat Leadex Corporation Playmore West, Inc. Rep Services, Inc. Superior Park Systems, Inc.
September 9, 2015 through September 8, 2018	Manatee	16-0025-MR	Bliss Products and Services, Inc.

The requested spending authority of $6,260,000 includes $4,900,000 for OFC and SCEP projects and $1,360,000 for PPO projects.

Both departments worked collaboratively to ensure that the work to be performed at the schools does not contradict each other's workload at the various school sites. When voting is completed by all schools and if it is determined that additional funding is needed, the departments will return to the Board for an authorized increase in spending authority. Funding for this piggyback Agreement will come from the SMART/ADEFP budget for the SCEP and PPO's operating budget.

Supplier evaluations are being provided for vendors that PPO have previously utilized to purchase playground equipment mainly through the previous piggyback contract. Only PPO and Stockroom Staff provided evaluations because those employees work directly with the vendors.

The School Board of Broward County, Florida
Procurement & Warehousing Services

ITB / RFP No.: 56-103T

Tentative Board Meeting Date*: JUNE 21, 2016

Description: PLAYGROUND EQUIPMENT, SURFACING, AND FABRIC SHADE STRUCTURES

Notified: N/A

Downloaded: N/A

ITB / RFP Rec'd: N/A

No. Bids: N/A

For: PHYSICAL PLANT OPERATIONS AND THE OFFICE OF FACILITIES AND CONSTRUCTION
(School/Department)

ITB / RFP Opening: N/A

Fund: DEPARTMENT'S OPERATING BUDGET AND SMART/ADEFP BUDGET

Advertised Date: N/A

Award Amount: $6,260,000

RECOMMENDATION TABULATION

BIDDER'S/PROPOSER'S NAME

APOLLO SUNGUARD SYSTEMS, INC.
BLISS PRODUCTS AND SERVICES, INC.
LANIER PLANS, INC. D/B/A KORKAT
LEADEX CORPORATION
PLAYMORE WEST, INC.
REP SERVICES, INC.
SUPERIOR PARK SYSTEMS, INC.

IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION RULE 6A-1.012(6) AND SCHOOL BOARD POLICY 3320, SECTION II (M) STATES, IN LIEU OF REQUESTING COMPETITIVE SOLICITATIONS FROM THREE (3) OR MORE SOURCES, THE SCHOOL BOARD MAY MAKE PURCHASES AT OR BELOW THE SPECIFIED PRICES FROM CONTRACTS AWARDED BY OTHER CITY OR COUNTY GOVERNMENTAL AGENICES, OTHER DISTRICT SCHOOL BOARDS, COMMUNITY COLLEGES, FEDERAL AGENCIES, THE PUBLIC OR GOVERNMENTAL AGENCIES OF ANY STATE OR FROM STATE UNIVERSITY SYSTEM COOPERATIVE BID AGREEMENTS.

[X] YES [ ] NO **PIGGYBACKING CONTRACT** THAT WAS AWARDED ON AUGUST 20, 2015.

THIS CONTRACT WILL BE USED TO PURCHASE PLAYGROUND EQUIPMENT PARTS AND INSTALLATION UNDER THE SCHOOL DISTRICT OF PALM BEACH COUNTY CONTRACT #15C-32B, PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS, AND FABRIC SHADE STRUCTURES.

[X] YES [ ] NO **PIGGYBACKING CONTRACT** THAT WAS AWARDED ON SEPTEMBER 9, 2015.

THIS CONTRACT WILL BE USED TO PURCHASE PLAYGROUND EQUIPMENT PARTS AND INSTALLATION UNDER THE SCHOOL DISTRICT OF MANATEE COUNTY CONTRACT #16-0025-MR, PARK AND PLAYGROUND EQUIPMENT.

CONTRACT PERIOD: JUNE 22, 2016, THROUGH JULY 31, 2018 (OR AS AMENDED

By: Kathya Clark
(Purchasing Agent)

Date: May 31, 2016

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Procurement & Warehousing Services

Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION

New Bid # (Ex: 10-004R):	56-103T	Preparation Date:	June 10, 2016
Previous Bid # (Ex: 10-004R):	53-039T	Buyer/PA:	LATOYA CLARK
New Bid Award Total:	$6,260,000	Bid Title:	Playground Equipment, Surfacing, and Fabric Shade Structures
Previous Award Total:	$800,000		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	10/16/2012	New Bid Term (In Months):	24
Previous Bid Term (End Date):	5/2/2015	# of Months Into Bid:	32

SPEND REPORTING

Purchase Order(s) Spend:	$318,177
P Card Purchases:	$160,039
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$478,216**
Average Monthly Expenditure:	$14,944
Unused Authorized Spending:	**$321,784**
Est. Forecasted Spend (For Entire Bid Term):	**$358,662**

VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
105014 PLAYMORE WEST INC	N/A	$ 113,245
119245 REP SERVICES INC	N/A	$ 179,932
101710 BLISS PRODUCTS & SERVICES INC	N/A	$ 25,000
	PO VENDOR SPEND:	$ 318,177
	P-CARD SPEND:	$ 160,039
	TOTAL SPEND:	$ 478,216

NOTES (Type Below):

The estimated forcasted spend for the new two (2) year Agreement is justified in Exhibits A and B, which are broken down between two departments, Physical Plant Operations (PPO) and the Office of Facilities and Construction (OFC). In Exhibit A, the OFC is requesting spending authority for projects that that will be performed at schools that voted to use all or a portion of their School Choice Enhancement Program funding for playground installation or restoration. Exhibit B justifies spending PPO needs in order to perform perform projects that were deferred to a backlog in addition to projects that are anticipated during the 2016-2017 and 2017-2018 fiscal year.

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/7/2016

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0507 or
E-mail to: gregory.a.jackson@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Bliss Products and Services
Supplier Contact: Patty Carruthers
Contact Telephone: 954-946-1146

Bid No.: 53-039T Purchase Order No.: Various

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☒ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Good Customer Service

Evaluation Form Completed By:

Name / Title: Joseph Brinot Foreman
School / Department: Especial Spaces
Contact Telephone: 321-9307
Participant's Signature: [signature] Date: 3/3/14

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Bliss Products and Services
Supplier Contact: Patty Carruthers
Contact Telephone: (954) 496-1146

Bid No.: 53-039T_____ Purchase Order No.: Various_____

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
☐	☐	☐	☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☒	☐

5. Would you purchase this product or use this vendor again?

1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
☐	☐	☐	☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Very responsive to our needs.

Evaluation Form Completed By:

Name / Title: David Mammel / Supervisor II
School / Department: Custodial Grounds
Contact Telephone: 754-321-4343
Participant's Signature: David Mammel Date: 3/3/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Bliss Products and Services
Supplier Contact: Patty Carruthers
Contact Telephone: (954) 496-1146

Bid No.: 53-039T Purchase Order No.: Various

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments:

Evaluation Form Completed By:

Name / Title: SCOTT DENNIS
School / Department: PPO STOCKROOM
Contact Telephone: 754-321-4712
Participant's Signature: [signature] Date: 3/4/16

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Bliss Products and Services
Supplier Contact: Patty Carruthers
Contact Telephone: (954) 496-1146

Bid No.: 53-039T Purchase Order No.: Various

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☐ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: I do not use them in this area but, I used them when I purchased for Custodial Grounds.

Evaluation Form Completed By:

Name / Title: Timothy Humphries - buyer Zone 2
School / Department: Procurement & Warehousing
Contact Telephone: 754-321-1453

Participant's Signature: _____ Date: 3/4/16

rev6/26/2014

SUPPLIER / PRODUCT EVALUATION FORM

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E-mail to: gregory.a.jackson@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Leadex Corporation
Supplier Contact: [illegible]
Contact Telephone: 305 345-7474

Bid No.: 11-023R Purchase Order No.: Various

What was the product / service? Playground Surfacing

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Good quality workmanship

Evaluation Form Completed By:

Name / Title: Joseph Brown Foreman
School / Department: Custodial Services
Contact Telephone: 321-4394
Participant's Signature: [signature] Date: 3/3/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Leadex Corporation
Supplier Contact: Frank Fonseca
Contact Telephone: (305) 345-7474

Bid No.: 11-023R Purchase Order No.: Various

What was the product / service? Playground Surfacing

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☒	☐	☐
Delivery as Scheduled or Promised	☐	☐	☒	☐	☐

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☒ 4 Very Satisfied ☐

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☒	☐
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☒	☐

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: High quality work - very thorough.

Evaluation Form Completed By:

Name / Title: David Mammed / Supervisor II
School / Department: Custodial / Grounds
Contact Telephone: 754-321-4343
Participant's Signature: [signature] Date: 3/3/16

SUPPLIER / PRODUCT EVALUATION FORM

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E-mail to: gregory.a.jackson@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Playmore West, Inc.
Supplier Contact: Jason Gray 888-886-3757
Contact Telephone:

Bid No.: 53-039T Purchase Order No.: Various

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
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Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Very good Prices & Good Quality Equipment

Evaluation Form Completed By:

Name / Title: Joseph Brincat / Foreman
School / Department: Custodial Grounds
Contact Telephone: 321-4305
Participant's Signature: Date: 3/3/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Playmore West, Inc.
Supplier Contact: Jason Gray
Contact Telephone: 888-886-3757

Bid No.: 53-039T_____ Purchase Order No.: _____

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Evaluation Form Completed By:-

Name / Title: David Mammel / Supervisor II
School / Department: Custodial Grounds
Contact Telephone: 754-321-4343
Participant's Signature: David Mammel Date: 3/3/16

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Playmore West, Inc.
Supplier Contact: Jason Gray
Contact Telephone: 888-886-3757

Bid No.: 53-039T_____ Purchase Order No.: _____

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Evaluation Form Completed By:

Name / Title: SCOTT DENNIS
School / Department: PPD STOCKROOM
Contact Telephone: 754-321-4912
Participant's Signature: [signature] Date: 3/4/16

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Playmore West, Inc.
Supplier Contact: Jason Gray
Contact Telephone: 888-886-3757

Bid No.: 53-039T_____ Purchase Order No.: _____

What was the product / service? Playground Equipment products

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	☒
Delivery as Scheduled or Promised	☐	☐	☐	☐	☒

2. How satisfied are you with the supplier?

1 Not Satisfied ☐ 2 Somewhat Satisfied ☐ 3 Satisfied ☐ 4 Very Satisfied ☒

3. Will you use them again? Yes ☐ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	☒
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	☒
Price as Compared to Similar Products/Services	☐	☐	☐	☐	☒

5. Would you purchase this product or use this vendor again?

1 Very Unlikely ☐ 2 Unlikely ☐ 3 Probably ☐ 4 Definitely ☒

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: I do not use them in this area but, I used them when I purchased for Custodial Grounds.

Evaluation Form Completed By:

Name / Title: Timothy Humphries
School / Department: Procurment & Warehousing
Contact Telephone: 754-321-1453
Participant's Signature: _____ Date: 3/4/16

rev6/26/2014

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

APOLLO SUNGUARD SYSTEMS, INC.
(hereinafter referred to as " VENDOR "),
whose principal place of business is
4487 A Ashton Road
Sarasota, FL 34233

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence **from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Palm of Beach County Letter of Agreement ("Letter of Agreement"),
Third: Addendum No. 1,
Fourth: ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth: Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. VENDOR shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this agreement and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Danielle Cibello, Vice President of Sales** **4487 A Ashton Road** **Sarasota, FL 34233**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair for the chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

APOLLO SUNGUARD SYSTEMS, INC.

ATTEST:

By Danielle Cibello

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27th day of May, 2016 by Danielle Cibello (Name of Person) of Apollo Sunguard Systems (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

Cathy Tassie
Signature – Notary Public

Cathy Tassie
Printed Name of Notary

(SEAL)

_____
Notary's Commission No.

CATHY SUSAN TASSIE
MY COMMISSION #FF181707
EXPIRES December 8, 2018
(407) 398-0153 FloridaNotaryService.com

ATTACHMENT A

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

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RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. **DEMANDSTAR:**

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following **(valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

AA. WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. HOURS OF OPERATION: The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

    A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

    The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

    The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

    The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

   Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:
  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing**: Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
SDPBC Project No.

SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 ¬ Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

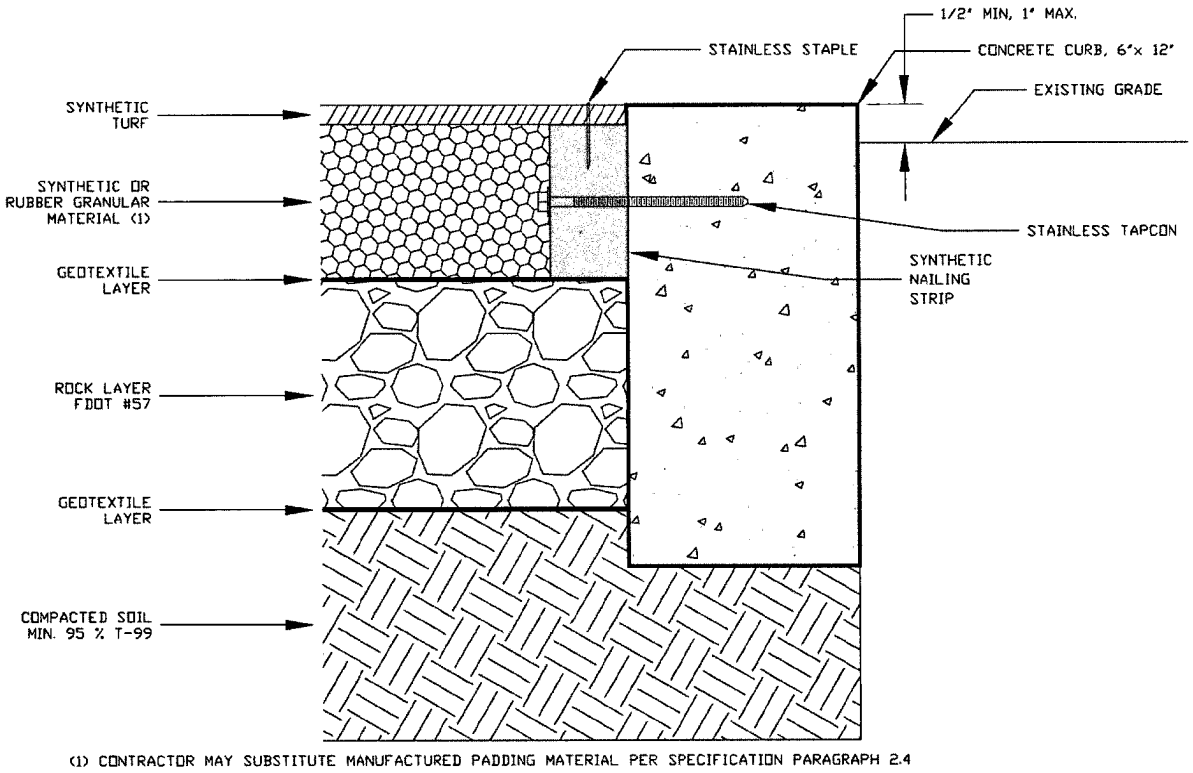


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

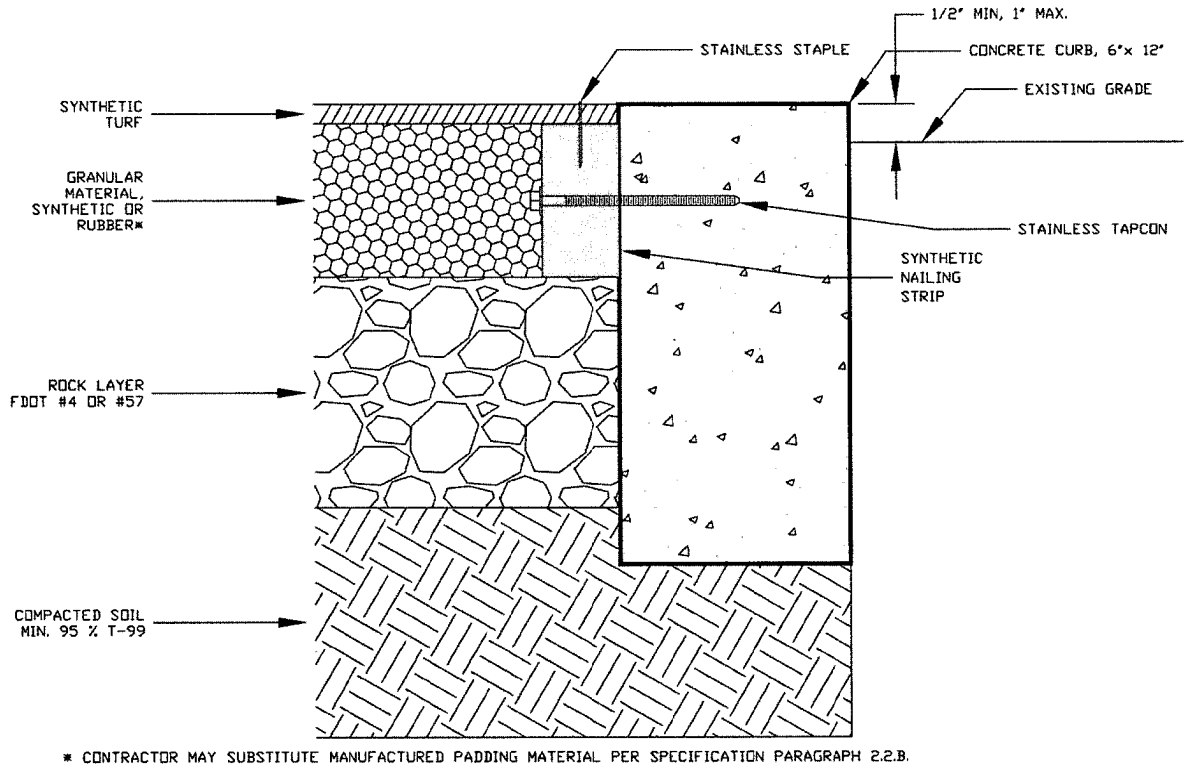
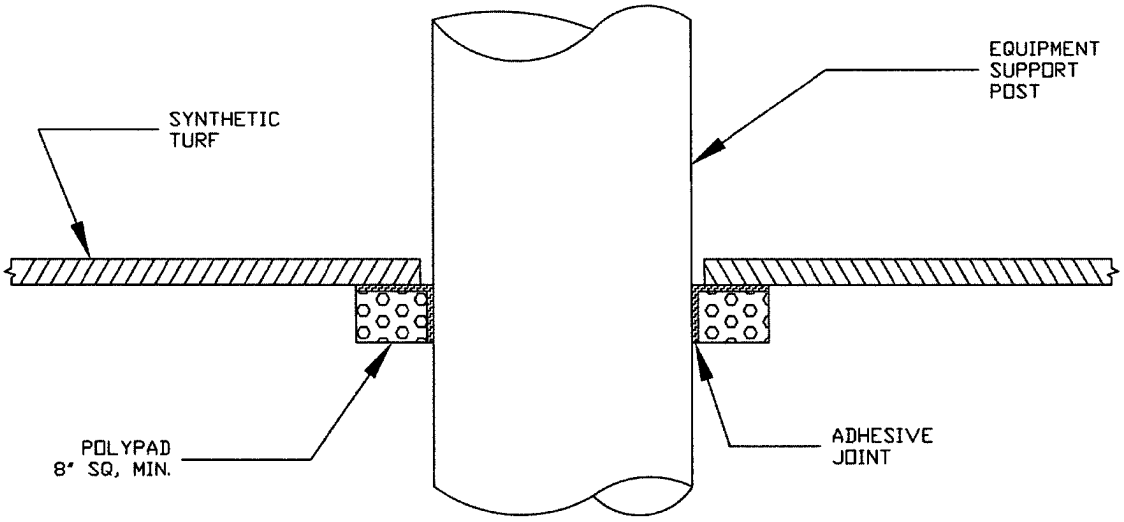


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:
Vendor Mailing Address:
E-Mail Address:
Area Code / Telephone Number:
Toll-Free Telephone Number:
Fax Number:
Web Address:
FEID No. or SS #:
Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$_____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$_____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required
List Manufacturer:	

5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							

5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above	$ _____ per Sq Ft

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	**___ Yes or ___No**
	List the Manufacturer:	

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	___ YES	___ NO
Manufacturer:			
Installer if other than self:			
Item 17. **Install Shade Structure**		___ YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	____ YES	____ NO
Manufacturer:			
Installer if other than self:			
Item 19. **<u>Install Fitness Trails and Surfacing</u>**		____ YES	____ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B _____

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____

VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here ➡ _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

ATTACHMENT A

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

☐ African American ☐ Native American
☐ Asian American ☐ American
☐ Hispanic American

Column 2 (MWBE ONLY)

☐ Female
☐ Male

Column 3

☐ Physically Impaired

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature ***Date***

:HOOL DISTRICT OF PALM BEACH COUNTY

:onsultant, Subcontractor & ;or Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & below will participate in this project for the Contract (Trade) Items and the dollar amounts s

WBE ◯SBE **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

:CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must ;rity firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not

ATTACHMENT A

10)

contractor &
n Services

PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICE

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

◯ **Minority/Women Business Enterprise (M/WBE)** ◯ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name: Apollo Sunguard Systems, Inc.

Vendor Mailing Address: 4487 A Ashton Road
Sarasota, FL 34233

E-Mail Address: support@sunguard.net

Area Code / Telephone Number: 941-925-3000

Toll-Free Telephone Number: 800-319-1010

Fax Number: 941-925-3001

Web Address: www.apollosunguard.com

FEID No. or SS #: 65-1135651

Delivery 35 **calendar days after receipt of order:**

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid : Danielle Cibello

Title of Company Representative: V.P. of Sales **Date:** 5-27-15

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**
N/A	N/A

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	N/A

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	N/A

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	N/A						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						**$_____ per Sq Ft**	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	N/A						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						**$_____ per Sq Ft**	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:	N/A						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
5b) Installation of Artificial Turf Without fall protection fee if installation is not included in the prices above						$ _____ per Sq Ft	

Item 6.	Engineered Wood Fiber Must comply with ASTM and be IPEMA certified Quotes will be requested when needed Indicate if you can provide (Yes or No)	___ Yes or X No
	List the Manufacturer:	N/A

Site Preparation: • All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid • Provide firm prices for the following line items • Prices must be submitted in the same unit of measure as listed below:		
Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ N/A per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ N/A per cubic yard
Item 9.	Clean Fill Delivered and graded	$ N/A per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$ N/A per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$ N/A per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$ N/A per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ N/A per linear ft.
Item 13.	Provide Utility Locates	$ N/A each
Item 14.	Provide signed sealed engineered drawings	$ 700 per job

Additional Site Preparation Items:
Vendors may be required to provide quotations for optional items such as, but not limited to: • removal and/or relocation of existing playground equipment • replacement parts for playground components • tree trimming or removal • excavation/demucking for sites where rock or muck is found • provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	X YES	___ NO
Manufacturer:	Apollo Sunguard Systems, Inc.		
Installer if other than self:	Regal Contractors, Inc.		
Item 17. **Install Shade Structure**		X YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	___ YES	X NO
Manufacturer:			
Installer if other than self:			
Item 19. **<u>Install Fitness Trails and Surfacing</u>**		___ YES	X NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
N/A		
Delivery Business Days After Receipt of Order (ARO):	**_____ business days**	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	**___ YES**

Vendor Name:	Apollo Sunguard Systems, Inc.

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: Apollo Sunguard Systems, Inc.

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: Danielle Cibello

Title of Representative: V.P. of Sales

Date: 5-27-15

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer: Apollo Sunguard Systems, Inc

Identify the state in which the Proposer has its principal place of business: Florida

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: Danielle Cibello Signature: Danielle Cibello

Company Name: Apollo Sunguard Systems, Inc.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Danielle Childs — VENDOR'S SIGNATURE

5-27-15 — DATE

Apollo Sunguard Systems, Inc. — COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name Apollo Sunguard Systems, Inc.

Tax FEIN No. 65-1135651

Before me, the undersigned authority, personally appeared, Danielle Cibello, ("Corporate Representative") this 26 day of May, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
Kevin Connelly	118 Dory Lane, Osprey, FL	90%
Jaime De Oliveira	4356 Pasadena Circle, Sarasota, FL	10%

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage
Kevin Connelly	118 Dory Lane, Osprey, FL	90%
Jaime De Oliveira	4356 Pasadena Circle, Sarasota, FL	10%

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: Danielle Cibello

SWORN TO and subscribed before me this 26th day of May, 2015, by Danielle Cibello. Such person(s) (Notary Public must check applicable box).

☑ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Cathy Tassie
Notary Public

CATHY SUSAN TASSIE
MY COMMISSION #FF181707
EXPIRES December 8, 2018
(407) 398-0153 FloridaNotaryService.com

(Print, Type or Stamp Name of Notary Public)

PBSD 1997 (Rev. 02/22/2011)

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	Apollo Sunguard Systems, Inc.
Area Representative:	Paul Martin, Regal Contractors, Inc.
Email Address:	martint5@comcast.net
Cell Phone Number:	561-906-7321
Office Number (With extension)	N/A

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER: 15C-32B

VENDOR NAME: Apollo Sunguard Systems, Inc.

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
☑ 0.5% 10 net 30 *
○ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: Apollo Sunguard Systems, Inc.

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	City of Miramar
Contact Person:	Jeffery Hughes
Email:	jphughes@miramarfl.gov
Phone #:	954-883-6951
Type of work (choose from list above)	Provided fabric shade structure
Date work was completed	3-30-15

Reference 2

School District, Governmental Agency or Company:	School District of Lee County
Contact Person:	Kim Verblaauw
Email:	Kimberlyav@leeschools.net
Phone #:	239-549-2726
Type of work (choose from list above)	Provided fabric shade structure
Date work was completed	4-23-15

Reference 3

School District, Governmental Agency or Company:	School District Hillsborough County
Contact Person:	Hung Pham
Email:	hung.Pham@sdhc.k12.fl.us
Phone #:	813-272-4139
Type of work (choose from list above)	Provided fabric Shade structures
Date work was completed	7-15-14

Reference 4

School District, Governmental Agency or Company:	School Board of Pinellas County
Contact Person:	Pem Nelmida
Email:	nelmidap@pcsb.org
Phone #:	727-547-7201
Type of work (choose from list above)	Provided & installed fabric shade structure
Date work was completed	9-22-14

Reference 5

School District, Governmental Agency or Company:	City of Cape Coral
Contact Person:	Dominick Dunning
Email:	ddunning@capecoral.net
Phone #:	239-574-0401
Type of work (choose from list above)	Provided fabric shade structures
Date work was completed	5-15-15

This form must be downloaded, completed and uploaded to DemandStar with your bid response

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: ____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District ____
State of Florida ✓

If yes, expiration date 3-13-16

Minority Classification SDVOSB (Service Disabled Veteran Owned Small Business)

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
N/A	$ N/A
	$
	$

Reminder: ***Download all documents, complete them and save as a single PDF document and re-upload them to DemandStar.***

ATTACHMENT B

State of Florida

Minority, Women & Florida Veteran Business Certification

Apollo Sunguard Systems, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

03/13/2014 to 03/13/2016

DEPARTMENT OF MANAGEMENT SERVICES

Craig J. Nichols, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • (850) 487-0915 • www.osd.dms.state.fl.us

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

◉ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name: Playground Equip, Outdoor Fitness Equip, Surfacing, Fitness Trails & Fabric Shade Structures

BID/RFP or Project #: 15C-32B

Name of Bidder/Construction Manager: Apollo Sunguard Systems, Inc.

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☒ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☒ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☒ American	☒ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount
16 & 17		Provide and install fabric shade structures	N/A

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ N/A

Name of M/WBE or SBE Subcontracting Firm: N/A (Apollo Sunguard Systems, Inc. is the bidder and M/WBE)

Name and Position (type or print): Danielle Cibello, Vice President of Sales

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

Danielle Cibello — *Signature*

5-27-15 — *Date*

PBSD 1525 (Rev. 7/6/2011) ORIGINAL - Office of Diversity in Business Practices

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Subconsultant, Subcontractor & Vendor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES* AMT. (Required)
Play Equip, Outdoor Fit Equip, Surfacing, Fit Trails, Shade	15C-32B	Bid	0

Check One: (•) MWBE ( ) SBE **Check One:** ( ) Subconsultant ( ) Subcontractor (•) Vendor

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) items and the dollar amounts shown.

Div. No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
	Apollo Sunguard Systems, Inc.			Provide and install fabric shade structures	(•) Yes ( ) No		100%
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		
					( ) Yes ( ) No		

Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.

CM's Firm Name: Apollo Sunguard Systems, Inc.

Name/Position: Danielle Cibello, Vice President of Sales

Signature/Date: Danielle Cibello 5-27-15

SUBTOTAL (this page only)>		100%
TOTAL SBE/MWBE Services Participation		100%
TOTAL Non-MWBE/SBE Participation		0
TOTAL Percentage of Total Bid (Alternates & Change Orders)	(Do not exceed 100%)	100%

PBSD 1526 (Rev. 8/31/2010)

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

August 25, 2015

Apollo Sunguard System, Inc.
Ms. Danielle Cibello, Vice President of Sales
4487 A Ashton Road
Sarasota, FL 34233
support@sunguard.net

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	August 20, 2015 through August 19, 2020

Dear Ms. Cibello:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED.** No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. .

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BLISS PRODUCTS AND SERVICES, INC.
(hereinafter referred to as " VENDOR "),
whose principal place of business is
6831 S Sweetwater Road
Lithia Springs, GA 30122

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Manatee County ("the SDMC") dated June 18, 2015 and awarded pursuant to IFB 16-0025-MR Park and Playground Equipment as amended per addendum No.: 1, dated July 2, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the IFB for Park and Playground Equipment by and between the SDMC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

GAB

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence **from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Manatee County Contract of Award Agreement ("the SDMC Contract");
Third: Addendum No. 1;
Fourth: IFB 16-0025-MR Park and Playground Equipment (the "IFB"); then
Fifth: Response to the IFB 16-0025-MR by VENDOR (the "Response to IFB").

2.02.01 The term "The School District of Manatee County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached SDMC Contract, Addendum No. 1, the IFB and the Response to IFB, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Manatee County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached SDMC Contract, Addendum No. 1, the IFB and the Response to IFB, but which are *not* specifically set forth in the Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of IFB 16-0025-MR awarded to VENDOR by the SDMC. **Attachment C**, Contract of Award Agreement and **Attachment A**, IFB 16-0025-MR. Goods and services includes the purchase and/or installation of playground equipment at various SBBC school locations.

Vendor shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

GRB

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached SDMC Contract, Addendum No. 1, the IFB and the Response to IFB.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to IFB 16-0025-MR, **Attachment B** and the terms, conditions, and specification of IFB 16-0025-MR awarded by the SDMC to VENDOR, **Attachment C**, Contract of Award Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in IFB 16-0025-MR. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully executed Purchase Order, and in accordance with the terms, conditions, and specification of IFB 16-0025-MR awarded to VENDOR by the SDMC. **Attachment C**

2.06 **Invoices:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if a Purchase Order relates to the School Choice Enhancement Program, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

GRB

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

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(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Jim Carruthers** **6831 S Sweetwater Road** **Lithia Springs, GA 30122**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

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party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

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3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair for the chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

BLISS PRODUCTS AND SERVICES, INC.

ATTEST:

By _____

_____, Secretary

-or-

Kayla Smith
Witness

Allison Mitchell
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF GEORGIA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 31ST day of MAY, 2016 by GREGG BLISS of
Name of Person
BLISS PRODUCTS + SVCS, INC, on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced PERSONALLY KNOWN as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: APRIL 30, 2018

_____
Signature – Notary Public

(SEAL)

DONNA CARVER MOORE
NOTARY
EXPIRES
GEORGIA
APRIL 30, 2018
PUBLIC
DOUGLAS COUNTY

Donna Carver Moore
Printed Name of Notary

_____
Notary's Commission No.

CBB

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID ▪ DO NOT OPEN

SEALED BID NO: 16-0025-MR
TITLE OF BID: PARK AND PLAYGROUND EQUIPMENT
DUE DATE: WEDNESDAY, JULY 22, 2015
TIME: 3:00 PM
SUBMITTED BY: _____

(Print Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
SCHOOL DISTRICT OF MANATEE COUNTY
SCHOOL SUPPORT CENTER
215 Manatee Avenue West
Bradenton, FL 34205

PLEASE NOTE DELIVERY ADDRESS
Purchasing Department at the School Support Center
215 Manatee Avenue West, Bradenton, FL 34205
This is a secured facility. Ensure enough time if dropping off bid.

PLEASE NOTE:
From time to time, addenda's may be issued for this bid. Any such addenda will be posted on the same website from which you obtained this bid. You should periodically check our website to download any addenda which may have been issued. **Bids received without addendum acknowledgement shall be considered nonresponsive.**

Do not submit bid prior to addenda due date!

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to bid specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

All vendors and potential vendors need to register with our e-procurement service. The vendor registration is intended for use in identifying vendors desiring to receive solicitations released by the Manatee County School District Purchasing Department. To view, download and be notified of competitive solicitations visit www.myvendorlink.com and www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing Bids, RFP and Piggyback Information.

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing

SCHOOL BOARD:
ROBERT GAUSE *CHAIRMAN* DAVE "WATCHDOG" MINER * VICE-CHAIRMAN* MARY CANTRELL
CHARLIE KENNEDY KAREN CARPENTER

SUPERINTENDENT
DR. DIANA GREENE

June 18, 2015

TO ALL INTERESTED BIDDERS:

You are hereby invited by the School District of Manatee County to submit a bid on furnishing and delivering the following:

PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

Sealed bids will be received at the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205, **until 3:00 p.m., Wednesday, July 22, 2015.**

Bids received in the Purchasing Office after the above specified time and date will not be considered and will be returned to the bidder unopened. No submissions or amendments made after bid opening shall be considered.

Bidders shall return the Form of Proposal (both printed original copy and copy on CD disk) in a sealed envelope, PLAINLY MARKED ON THE OUTSIDE, "BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR."

If multiple bids are to be opened, they will be opened sequentially by bid number.

Products and/or services shall be in keeping with the specifications as prescribed in this bid. Designation of a particular brand or make is not meant to restrict bidding but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all bids, request new bids, consider alternate bids which meet the general specifications set forth and waive any informality. It also reserves the right to award bids on such items and/or services it deems will best serve the School District of Manatee County's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, the District reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers, with the intent of awarding a contract.

Awards will be made to the most responsive and responsible bidder(s) in the opinion of the Board.

Very truly yours,
Purchasing Department

INSTRUCTIONS TO BIDDERS

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

GENERAL BIDDERS INFORMATION: Interested vendors are advised that the School District of Manatee County will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

BIDDER'S LIABILITY: Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.

LOCAL PREFERENCE: Interested vendors are advised that the School District of Manatee County has a local preference policy. In order to support the economic interests of the businesses and residents of Manatee County and the surrounding area, preference shall be given to a local business in the purchase of commodities and services. The complete policy can be viewed http://www.manatee.k12.fl.us/policy_procedure/policies.html

PURCHASE TERMS AND CONDITIONS: This bid and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the School District of Manatee County. Bids received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or
2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders should email any questions regarding this bid to purchasing@manateeschools.net no later than **June 30, 2015.** If you do not receive the reply message which states "Your questions have been received by the Purchasing Department of the School District of Manatee County", please contact the Purchasing Department at (941) 708-8770. Questions received after the above mentioned date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com) and the Purchasing Website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information **July 2, 2015. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered nonresponsive. Do not submit bid prior to addenda due date.**

BID OPENING: Shall be public at **3:00 p.m., July 22, 2015,** in the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205. **It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of bid opening.** No submissions or amendments made after bid opening shall be considered.

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

BIDS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL OR FACSIMILE MACHINES **SHALL BE CONSIDERED NONRESPONSIVE.**

FORM: Bids must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in Blue Ball Point Pen on the Form of Proposal or are completed in pencil will be considered nonresponsive.**

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statue 286.011 and noticed on the Purchasing Web Site – (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statue 286.011. See page 18 for Key Events and Dates contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: 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.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our e-procurement website (www.myvendorlink.com) or the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information, to obtain award information.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared non-responsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

SEXUAL PREDATORS/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/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

EVALUATION CRITERIA: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

NO BIDS: If a quotation is not made, please complete the "Statement of No Bid" form enclosed herewith with feedback.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID RENEWAL: By **mutual consent** of the School District of Manatee County **and** the successful bidder(s), this contract may be renewed or renegotiated for two (2) additional one year periods.

BID TABULATIONS: After approval by the School District of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information.

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the e-procurement service website (www.myvendorlink.com) or the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information to obtain this information.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it in its best interest to do so.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com) and on the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Manager, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INSURANCE: The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Employer's Liability Insurance in an amount not less than $3,000,000.00 per occurrence.

(3) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(4) Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

(5) Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

(6) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than $300,000.00 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.

(7) Contractual Liability Insurance in an amount equal to or greater than $3,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(8) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence.

(9) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(10) Independent Contractors Endorsement in an amount equal to or greater than $3,000,000.00 per occurrence.

(11) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(12) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(13) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverage's: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

(14) Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable".

NONCOMPLIANCE WITH CONTRACT: It is expected that the service contract will be for the period **of September 9, 2015 through September 8, 2018**. 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. Other assessments as outlined elsewhere in this document may also apply. 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.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. 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. **A copy of all applicable materials, rental, or subcontractor invoices must be included with the invoicing to the SBMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

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.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (34 CFR 80.36(i) (5): All vendors, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5) if contracts are in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (34 CFR 80.36(i) (6): All vendors, contractors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

FEDERAL DEBARMENT CERTIFICATION FORM: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of $100,000.00.

SPECIFICATIONS/SCOPE OF WORK

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

The purpose and intent of this Invitation to Bid is to establish a firm(s), fixed discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment such as composites, swing sets, shade structures, park and site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.). When installation is required a firm fixed percentage markup of the cost of equipment shall be submitted. Minor repairs shall be billed at a discounted hourly repair rate plus a percent markup for material. It is understood that current price list are subject to change; however, percentage shall remain fixed. New catalogs shall be submitted as requested or upon renewal. No extra charges or compensation will be allowed for installation.

SCOPE OF WORK: The successful bidder(s) shall furnish, at their expense, all supervision, equipment, machine, tools, materials, labor, transportation, and other facilities and services necessary to perform the work specified herein.

The School District of Manatee County will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.

The installation-contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The installation-contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Installation-contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operation. Installition contractor shall be required to call for a locator prior to any work performed.

Installation-contractor shall be responsible for the safeguarding of all tools and equipment at all times.

Supplier/installation contractors shall not inhibit access to school centers during pursuit of work specified herein.

Installation-contractor shall leave work site in a neat and orderly fashion at the end of each work day.

The installation-contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall Specifications/Scope of Work

Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Scope of Work-Continued:
remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Supplier/installation contractors or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus. In addition, they must apprise themselves and abide by the rules and regulations of that particular school site.

Installation-contractor shall be responsible for unpacking, uncrating and installation at job site in accordance with specifications herein.

Installation-contractor shall ensure all work is installed straight, level, plum and in workmanlike manner.

Installation-contractor shall verify and be responsible for the accuracy of all field measurements.

Installation-contractor shall be responsible for restoration of the site to its original condition to include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

Supplier/installation contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

An English-speaking supervisor/representative must be on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications and other contract documents and has the authority to act in the installation-contractor's behalf.

Equipment/Installation shall be in compliance with the following Manatee County School District Playground Equipment Committee's guidelines:

1) General: Public use playground equipment shall meet all the requirements of the current ASTM F1487 American Standards for Testing and Measurement and the CPSC Consumer Product Safety Commission and ADA Accessibility guidelines:

2) Specific: Individual pieces of equipment shall meet specific design requirements, in addition to the general design, as indicated in bid specifications.

3) Requirements not addressed in above guidelines shall be in compliance with prevailing safety standards as set forth in "A Handbook for Public Playground Safety" developed by the U.S. Consumer Product Safety Commission and such safety standards indicated by the Florida Recreation and Parks Association. All equipment/installation shall meet current ASTM

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Scope of Work-Continued:
Playground Safety Standards for Playground Equipment for Public Use. All state, federal and local safety rules and regulations also must be met.

Upon completion of installation, the Certified National Playground Safety Inspector and the School District of Manatee County Representative shall perform a final inspection prior to use.

CERTIFICATION-INSTALLERS: All bidder's must supply WRITTEN FACTORY /MANUFACTURERS CERTIFICATION that they are certified/authorized to install/repair playground equipment as required by the manufacturer. Failure to supply this documentation may result in bid rejection. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

SUBCONTRACTORS: If subcontractor will be utilized, identify company name as directed on proposal pages 21 through 24. Additional subcontractor may be added per Bidder's written request at the discretion of the Purchasing Department.

HOURS OF OPERATION: The installation-contractor is advised that the installation of these units shall be coordinated with the Project Manager and Principal at each school site. It shall be the installation-contractor's responsibility to perform measures to include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff, students and the general public.

DELIVERY: Prices bid shall be FOB destination to the School District of Manatee County locations, as directed at time of order placement. If a separate charge for shipping is added, price must be firm and based on a price per carton weight total.

Successful bidder's/contractors are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at ALL delivery locations, without assistance of School District personnel with the exception of deliveries to our School District Warehouse. A minimum of forty-eight (48) hours advance notification of delivery is required of all freight carriers.

All freight charges to provide above requirements are to be prepaid by successful bidder's /contractors and added to invoice. Complete documentation of all charges must accompany each invoice for payment.

It is further agreed by all vendors signing this bid that title to all items ordered, remain with the vendor until received and accepted by the School District of Manatee County. Vendor is required to file all claims for damages/shortages etc.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

FIXED PERCENTAGE DISCOUNT: Equipment: Bidder shall indicate, in the spaces provided on the Form of Proposal, their firm fixed percentage discount to be deducted from the catalog list prices and which catalog they are offering.

Installation: Bidder shall indicate in the spaces provided on the Form of Proposal their firm fixed percentage of cost (after discount) for installation on park and playground equipment to be installed. The School Board may elect in certain circumstances to purchase only materials and have those materials installed by District staff. These items will be shipped to a designated allocation and unload by District staff.

CATALOG: Each Bidder shall submit with this bid at no charge two (2) current catalog(s). All catalogs shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number. Additionally, each Bidder awarded an optional year renewal will submit at no charge two (2) current catalog(s) as requested. Upon Board approval of bids, all awrdaed Bidder's will be provided a current listing of schools to send one (1) current catalog(s). Catalog(s) shall clearly identify the bid number, bid name, and the bidder's name, address and telephone number, for distribution at vendors' expense. Additional supply of catalogs must be provided to the Purchasing Department as directed at no charge.

WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least three years from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner.

PRODUCT LIABILITY: Products insured for not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. The vendor must agree by signing this contract that products liability coverage will be purchased for all equipment installed for a minimum of seven (7) years. The manufacturer must immediately notify the School District of Manatee County, in writing, of any product defects or safety code violations that they become aware of after equipment is installed on School District property as a result of this contract. This notification must be sent by certified mail to: School District of Manatee County, Attn: Bill Kelly, Risk Manager, 215 Manatee Avenue West, Bradenton, Florida, 34205.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

PRICE ADJUSTMENT: The discounts, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the vendor issues an upgraded catalog or replacement(s) to the catalog submitted with the bid, such replacements are to be forwarded to the Manatee County School District Purchasing Department, 215 Manatee Avenue West, Bradenton, FL 34205. Attn: Melody Ryan, Buyer. The replacements are to be received no less than twenty-one (21) days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Supplier-contractor must deliver copies of the replacement catalogs with new manufacturer prices to all Manatee County District Schools as indicated on list received.

The above replacement catalogs shall not be upgraded more than one time in any contract period. No changes in pricing will be honored for the length of this contract.

ORDERS: The District is not obligated to place any order with any supplier/contractor participating in this bid. However, all schools will be urged to refer to catalogs and discounts of awarded vendors in order to obtain items in the most economical manner.

Recommended vendors supplying schools with quotations/purchase information shall also provide the following with each submittal:

1) Independent Lab Certification of compliance with ASTM structural integrity tests.

2) Certification by manufacturer that design complies with current ASTM F1487 for Public Use safety specifications.

3) Certification by manufacturer of compliance with current CPSC guidelines.

4) Written information that the piece of equipment being quoted complies with current ASTM ADA specifications.

5) Written information regarding the age appropriateness of each piece of equipment.

6) Copy of Certificate of Insurance listing the School Board of Manatee County as additional insured.

7) Any other documentation deemed pertinent by the School District of Manatee County Playground Safety Committee.

8) Send a copy of the proposal/orders to Danielle Dimon, Supervisor of Grounds Maintenance at dimond@manateeschools.net.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Orders-Continued
Supplier/contractor shall provide the following information to Danielle Dimon, Supervisor of Grounds Maintenance after installation of playground equipment:

1) Copies of all blueprints, specifications, manufacturer's instructions, extensive parts list, warnings, and any other documentation deemed appropriate by the School Board Grounds Maintenance Department.

2) Certification of proper installation following final inspection from Manufacturer/Supplier, including the certification of the location as required by current ASTM F1487 and CPSC guidelines.

3) Sign-off letter from supplier-contractor stating the date of final inspection, problems found (if any), and repairs made.

LIAISON: Successful installation-contractor shall liaison with designated School District Project Manager, Supervisor of Grounds Maintenance and the school Principal (as applicable) to schedule installation and to arrange for an inspection of finished project.

ESTIMATED DOLLAR VALUE: No guarantee as to the dollar amount of this bid is implied or given.

REPAIRS: Hourly rates will be provided on the Form of Proposal for repairs of park and playground equipment. Repairs shall be made by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

Specifications/Scope of Work- Continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

KEY EVENTS & DATES

June 18, 2015	Bid notice e-mailed/mailed and/or faxed to prospective bidders & bidding documents posted on the VendorLink and Web Site
June 30, 2015	Questions/Clarifications due
July 2, 2015	Addenda posted to website and VendorLink
July 22, 2015	Proposals due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room 406, Purchasing Department, School Support Center, 215 Manatee Ave West, Bradenton, Florida.
*August 5, 2015, 2015	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 215 Manatee Avenue West, Bradenton, FL @ 2:00p.m. in 406
*On or About August 19, 2015	Notice of Intent to Award posted on department's Web site @ http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing and VendorLink.
*September 8, 2015	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

STATEMENT OF "NO BID"

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

We are not submitting a **BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR** for the following reasons:

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Other (Specify Below)

_____

_____

_____ Please remove our name from your Bidder's List for this classification of materials/services. (Vendor Link is a self-service website, if you have registered and do not want to receive solicitations for this classification of materials/services, you will need to remove the classification of materials/services from you vendor profile.)

NAME OF BIDDER _____

ADDRESS _____

_____

SIGNATURE _____

TITLE _____

FORM OF PROPOSAL

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination.

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

ITEM
NUMBER CATALOG DISCOUNT BID

1) PLAYGROUND EQUIPMENT:
Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF PLAYGROUND EQUIPMENT:
To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment.

Certification attached Yes_____ or No_____.

and/or,

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM
NUMBER CATALOG DISCOUNT BID .

2) SITE EQUIPMENT:

Include Catalog Name, Number, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SITE EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of site equipment.

Certification attached Yes_____ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM
NUMBER CATALOG DISCOUNT BID

3) SURFACING MATERIALS:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SURFACING MATERIALS:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of surfacing materials.

Certification attached Yes_____ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM
NUMBER CATALOG DISCOUNT BID .

4) SHADE STRUCTURE:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SHADE STRUCTURE:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of shade structure.

Certification attached Yes_____ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

ITEM
NUMBER DESCRIPTION HOURLY RATE

REPAIRS

5. **Discounted Repairs – Hourly Rate** **$**_____ Per Hour
For repair of existing equipment as described above.

6. _____**% Markup for Repair Materials**

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

REFERENCES

I _____ **being of** _____
(Name and. Title) **(Name of Company)**
give Manatee County School District authorization to check our company's previous performance. Include letter of recommendation for the reference listed.
Authorizing Signature (Respondent): _____

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON and EMAIL:	
PHONE NUMBER:	FAX NUMBER:

The reference should complete the following:		
TECHNICAL PERFORMANCE		
CUSTOMER SATISFACTION/RATINGS	***YES***	***NO***
Does the vendor offer quality products?		
Are your orders filled in a timely manner?		
Are they responsive to your needs?		
Are they knowledgeable of product they offer?		
Does the vendor submit accurate invoices?		
Would you use this Contractor again?		

Signature of Reference: _____

Title of Reference: _____

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

DRUG FREE WORK PLACE CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE/DATE

_____

COMPANY NAME

FEDERAL DEBARMENT CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities.* The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Form AD-1048 (1/92)

Federal Debarment Certification - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)
BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

Name of bidder: _____

Identify the state in which the bidder has its principal place of business: _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____
_____
_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____
_____
_____

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

BIDDER'S STATEMENT OF LOCAL PREFERENCE
(To be completed by Florida Bidder)
BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

Pursuant to School Board Policy 7.15.1, preference shall be given to a business in the purchase of commodities and services procured by the Board, so long as that business completes this form to assert local preference and establishes a "Qualifying Business Presence" in a "Preferred Geographic Area," as defined in the policy, in one of two ways:

1. The Bidder has a permanent, occupiable, physical structure from which the Bidder operates its principal place of business in one of the "Preferred Geographic Areas"; **or**

2. The Bidder employs at least 75% of its total employees from within a single Preferred Geographic Area in which case the Bidder shall be deemed as having a Qualifying Business Presence within that single area.

"Preferred Geographic Area" means one or more of the following, in declining order of preference:

1. Manatee County
2. Sarasota County
3. Hillsborough, Pinellas, Polk, Hardee, or DeSoto counties
4. Any other Florida counties.

The preference awarded depends on the method of procurement. For invitations to bid, if a Local Bidder's price is within 2% of the lowest bid, then the Local Bidder will have the opportunity to match the low bid within three business days. In Requests for Proposals, Local Bidders will receive bonus points as set out in the policy to be added to the Bidder's final score. See the policy for more details.

TO BE COMPLETED BY THE BIDDER
COMPLETE <u>ONLY</u> IF ASSERTING LOCAL PREFERENCE UNDER BOARD POLICY 7.15.1

Name of bidder: _____

Principal county of business with occupiable permanent structure: _____ County, Florida

Date principal place of business established: _____

Percentage of Bidder's employees having permanent residences in the preferred geographic area(s):

Manatee County _____%
Sarasota County _____%
Hillsborough, Pinellas, Polk, Hardee, or DeSoto counties (collectively) _____%
Any other Florida counties (collectively) _____%

By signature, the Bidder certifies that the information provided is true and correct as of the time of submission of this form. The School District of Manatee County reserves the right to request conclusive written evidence that all criteria are met. Misrepresentations made on this form or any failure to supply requested evidence shall disqualify the Bidder from asserting local preference and shall constitute grounds to reject the Bidder's bid or proposal.

Signature _____ Title:_____ Date: _____

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

The Bidder affirms that this bid is submitted without any previous understandings, agreements, or connections with any person, firm, or corporation submitting a bid for the same materials/services, and is in all respects fair and without collusion or fraud.

The Bidder agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Bidder further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

By signing this agreement, the Bidder acknowledges that he/she is an authorized representative of the company submitting this bid and has read and understands the document posted on our website, **"How to Do Business with the School District of Manatee County."**

***Addendum Acknowledgment**: When applicable, vendor **MUST** acknowledge receipt of addendums. **Please mark in the space provided by the appropriate Addendum Number (s).** View website for addendum prior to submitting bid. **(www.myvendorlink.com) or** (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing)

BIDS RECEIVED WITHOUT ADDENDUM ACKNOWLEDGMENT SHALL BE CONSIDERED NONRESPONSIVE.

Do not submit bid prior to addenda due date!

Addendum No. 1 _____ **Addendum No. 2** _____
Mark Here Mark Here

Florida Document Number: _____

Registration Type: ____ **Sole Proprietorship - Individual** _____ **Fictitious Name**

_____ **Out of State (Foreign) Corporation** _____ **In State Corporation** _____ **Exempt**

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: **(Blue Ball Point Pen Only)** _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing

SCHOOL BOARD:
ROBERT GAUSE *CHAIRMAN* DAVE "WATCHDOG" MINER * VICE-CHAIRMAN* MARY CANTRELL
CHARLIE KENNEDY KAREN CARPENTER

SUPERINTENDENT
DR. DIANA GREENE

June 18, 2015

TO ALL INTERESTED BIDDERS:

You are hereby invited by the School District of Manatee County to submit a bid on furnishing and delivering the following:

PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

Sealed bids will be received at the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205, **until 3:00 p.m., Wednesday, July 22, 2015.**

Bids received in the Purchasing Office after the above specified time and date will not be considered and will be returned to the bidder unopened. No submissions or amendments made after bid opening shall be considered.

Bidders shall return the Form of Proposal (both printed original copy and copy on CD disk) in a sealed envelope, PLAINLY MARKED ON THE OUTSIDE, "BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR."

If multiple bids are to be opened, they will be opened sequentially by bid number.

Products and/or services shall be in keeping with the specifications as prescribed in this bid. Designation of a particular brand or make is not meant to restrict bidding but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all bids, request new bids, consider alternate bids which meet the general specifications set forth and waive any informality. It also reserves the right to award bids on such items and/or services it deems will best serve the School District of Manatee County's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, the District reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers, with the intent of awarding a contract.

Awards will be made to the most responsive and responsible bidder(s) in the opinion of the Board.

Very truly yours,
Purchasing Department

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID ▪ DO NOT OPEN

SEALED BID NO: 16-0025-MR
TITLE OF BID: PARK AND PLAYGROUND EQUIPMENT
DUE DATE: WEDNESDAY, JULY 22, 2015
TIME: 3:00 PM
SUBMITTED BY: BLISS PRODUCTS AND SERVICES INC.
(Print Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
SCHOOL DISTRICT OF MANATEE COUNTY
SCHOOL SUPPORT CENTER
215 Manatee Avenue West
Bradenton, FL 34205

PLEASE NOTE DELIVERY ADDRESS
Purchasing Department at the School Support Center
215 Manatee Avenue West, Bradenton, FL 34205
This is a secured facility. Ensure enough time if dropping off bid.

PLEASE NOTE:
From time to time, addenda's may be issued for this bid. Any such addenda will be posted on the same website from which you obtained this bid. You should periodically check our website to download any addenda which may have been issued. **Bids received without addendum acknowledgement shall be considered nonresponsive.**

Do not submit bid prior to addenda due date!

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to bid specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

All vendors and potential vendors need to register with our e-procurement service. The vendor registration is intended for use in identifying vendors desiring to receive solicitations released by the Manatee County School District Purchasing Department. To view, download and be notified of competitive solicitations visit www.myvendorlink.com **and** www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing **Bids, RFP and Piggyback Information.**

INSTRUCTIONS TO BIDDERS

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

GENERAL BIDDERS INFORMATION: Interested vendors are advised that the School District of Manatee County will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

BIDDER'S LIABILITY: Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.

LOCAL PREFERENCE: Interested vendors are advised that the School District of Manatee County has a local preference policy. In order to support the economic interests of the businesses and residents of Manatee County and the surrounding area, preference shall be given to a local business in the purchase of commodities and services. The complete policy can be viewed http://www.manatee.k12.fl.us/policy_procedure/policies.html

PURCHASE TERMS AND CONDITIONS: This bid and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the School District of Manatee County. Bids received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or
2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders should email any questions regarding this bid to purchasing@manateeschools.net no later than **June 30, 2015.** If you do not receive the reply message which states "Your questions have been received by the Purchasing Department of the School District of Manatee County", please contact the Purchasing Department at (941) 708-8770. Questions received after the above mentioned date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com) and the Purchasing Website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information **July 2, 2015.** **Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered nonresponsive. Do not submit bid prior to addenda due date.**

BID OPENING: Shall be public at **3:00 p.m., July 22, 2015,** in the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205. **It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of bid opening.** No submissions or amendments made after bid opening shall be considered.

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

BIDS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL OR FACSIMILE MACHINES **SHALL BE CONSIDERED NONRESPONSIVE.**

FORM: Bids must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in Blue Ball Point Pen on the Form of Proposal or are completed in pencil will be considered nonresponsive.**

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statue 286.011 and noticed on the Purchasing Web Site – (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statue 286.011. See page 18 for Key Events and Dates contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: 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.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our e-procurement website (www.myvendorlink.com) or the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information, to obtain award information.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared non-responsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

SEXUAL PREDATORS/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/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

EVALUATION CRITERIA: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

NO BIDS: If a quotation is not made, please complete the "Statement of No Bid" form enclosed herewith with feedback.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID RENEWAL: By **mutual consent** of the School District of Manatee County **and** the successful bidder(s), this contract may be renewed or renegotiated for two (2) additional one year periods.

BID TABULATIONS: After approval by the School District of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information.

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the e-procurement service website (www.myvendorlink.com) or the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information to obtain this information.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it in its best interest to do so.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com) and on the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Manager, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INSURANCE: The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Employer's Liability Insurance in an amount not less than $3,000,000.00 per occurrence.

(3) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(4) Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

(5) Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

(6) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than $300,000.00 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.

(7) Contractual Liability Insurance in an amount equal to or greater than $3,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(8) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence.

(9) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(10) Independent Contractors Endorsement in an amount equal to or greater than $3,000,000.00 per occurrence.

(11) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(12) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(13) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverage's: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

(14) Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable".

NONCOMPLIANCE WITH CONTRACT: It is expected that the service contract will be for the period **of September 9, 2015 through September 8, 2018**. 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. Other assessments as outlined elsewhere in this document may also apply. 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.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. 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. **A copy of all applicable materials, rental, or subcontractor invoices must be included with the invoicing to the SBMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

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.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (34 CFR 80.36(i) (5): All vendors, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5) if contracts are in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (34 CFR 80.36(i) (6): All vendors, contractors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

FEDERAL DEBARMENT CERTIFICATION FORM: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of $100,000.00.

SPECIFICATIONS/SCOPE OF WORK

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

The purpose and intent of this Invitation to Bid is to establish a firm(s), fixed discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment such as composites, swing sets, shade structures, park and site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.). When installation is required a firm fixed percentage markup of the cost of equipment shall be submitted. Minor repairs shall be billed at a discounted hourly repair rate plus a percent markup for material. It is understood that current price list are subject to change; however, percentage shall remain fixed. New catalogs shall be submitted as requested or upon renewal. No extra charges or compensation will be allowed for installation.

SCOPE OF WORK: The successful bidder(s) shall furnish, at their expense, all supervision, equipment, machine, tools, materials, labor, transportation, and other facilities and services necessary to perform the work specified herein.

The School District of Manatee County will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.

The installation-contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The installation-contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Installation-contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operation. Installition contractor shall be required to call for a locator prior to any work performed.

Installation-contractor shall be responsible for the safeguarding of all tools and equipment at all times.

Supplier/installation contractors shall not inhibit access to school centers during pursuit of work specified herein.

Installation-contractor shall leave work site in a neat and orderly fashion at the end of each work day.

The installation-contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall Specifications/Scope of Work

Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Scope of Work-Continued:
remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Supplier/installation contractors or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus. In addition, they must apprise themselves and abide by the rules and regulations of that particular school site.

Installation-contractor shall be responsible for unpacking, uncrating and installation at job site in accordance with specifications herein.

Installation-contractor shall ensure all work is installed straight, level, plum and in workmanlike manner.

Installation-contractor shall verify and be responsible for the accuracy of all field measurements.

Installation-contractor shall be responsible for restoration of the site to its original condition to include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

Supplier/installation contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

An English-speaking supervisor/representative must be on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications and other contract documents and has the authority to act in the installation-contractor's behalf.

Equipment/Installation shall be in compliance with the following Manatee County School District Playground Equipment Committee's guidelines:

1) General: Public use playground equipment shall meet all the requirements of the current ASTM F1487 American Standards for Testing and Measurement and the CPSC Consumer Product Safety Commission and ADA Accessibility guidelines:

2) Specific: Individual pieces of equipment shall meet specific design requirements, in addition to the general design, as indicated in bid specifications.

3) Requirements not addressed in above guidelines shall be in compliance with prevailing safety standards as set forth in "A Handbook for Public Playground Safety" developed by the U.S. Consumer Product Safety Commission and such safety standards indicated by the Florida Recreation and Parks Association. All equipment/installation shall meet current ASTM

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Scope of Work-Continued:
Playground Safety Standards for Playground Equipment for Public Use. All state, federal and local safety rules and regulations also must be met.

Upon completion of installation, the Certified National Playground Safety Inspector and the School District of Manatee County Representative shall perform a final inspection prior to use.

CERTIFICATION-INSTALLERS: All bidder's must supply WRITTEN FACTORY /MANUFACTURERS CERTIFICATION that they are certified/authorized to install/repair playground equipment as required by the manufacturer. Failure to supply this documentation may result in bid rejection. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

SUBCONTRACTORS: If subcontractor will be utilized, identify company name as directed on proposal pages 21 through 24. Additional subcontractor may be added per Bidder's written request at the discretion of the Purchasing Department.

HOURS OF OPERATION: The installation-contractor is advised that the installation of these units shall be coordinated with the Project Manager and Principal at each school site. It shall be the installation-contractor's responsibility to perform measures to include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff, students and the general public.

DELIVERY: Prices bid shall be FOB destination to the School District of Manatee County locations, as directed at time of order placement. If a separate charge for shipping is added, price must be firm and based on a price per carton weight total.

Successful bidder's/contractors are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at ALL delivery locations, without assistance of School District personnel with the exception of deliveries to our School District Warehouse. A minimum of forty-eight (48) hours advance notification of delivery is required of all freight carriers.

All freight charges to provide above requirements are to be prepaid by successful bidder's /contractors and added to invoice. Complete documentation of all charges must accompany each invoice for payment.

It is further agreed by all vendors signing this bid that title to all items ordered, remain with the vendor until received and accepted by the School District of Manatee County. Vendor is required to file all claims for damages/shortages etc.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

FIXED PERCENTAGE DISCOUNT: Equipment: Bidder shall indicate, in the spaces provided on the Form of Proposal, their firm fixed percentage discount to be deducted from the catalog list prices and which catalog they are offering.

Installation: Bidder shall indicate in the spaces provided on the Form of Proposal their firm fixed percentage of cost (after discount) for installation on park and playground equipment to be installed. The School Board may elect in certain circumstances to purchase only materials and have those materials installed by District staff. These items will be shipped to a designated allocation and unload by District staff.

CATALOG: Each Bidder shall submit with this bid at no charge two (2) current catalog(s). All catalogs shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number. Additionally, each Bidder awarded an optional year renewal will submit at no charge two (2) current catalog(s) as requested. Upon Board approval of bids, all awrdaed Bidder's will be provided a current listing of schools to send one (1) current catalog(s). Catalog(s) shall clearly identify the bid number, bid name, and the bidder's name, address and telephone number, for distribution at vendors' expense. Additional supply of catalogs must be provided to the Purchasing Department as directed at no charge.

WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least three years from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner.

PRODUCT LIABILITY: Products insured for not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. The vendor must agree by signing this contract that products liability coverage will be purchased for all equipment installed for a minimum of seven (7) years. The manufacturer must immediately notify the School District of Manatee County, in writing, of any product defects or safety code violations that they become aware of after equipment is installed on School District property as a result of this contract. This notification must be sent by certified mail to: School District of Manatee County, Attn: Bill Kelly, Risk Manager, 215 Manatee Avenue West, Bradenton, Florida, 34205.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

PRICE ADJUSTMENT: The discounts, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the vendor issues an upgraded catalog or replacement(s) to the catalog submitted with the bid, such replacements are to be forwarded to the Manatee County School District Purchasing Department, 215 Manatee Avenue West, Bradenton, FL 34205. Attn: Melody Ryan, Buyer. The replacements are to be received no less than twenty-one (21) days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Supplier-contractor must deliver copies of the replacement catalogs with new manufacturer prices to all Manatee County District Schools as indicated on list received.

The above replacement catalogs shall not be upgraded more than one time in any contract period. No changes in pricing will be honored for the length of this contract.

ORDERS: The District is not obligated to place any order with any supplier/contractor participating in this bid. However, all schools will be urged to refer to catalogs and discounts of awarded vendors in order to obtain items in the most economical manner.

Recommended vendors supplying schools with quotations/purchase information shall also provide the following with each submittal:

1) Independent Lab Certification of compliance with ASTM structural integrity tests.

2) Certification by manufacturer that design complies with current ASTM F1487 for Public Use safety specifications.

3) Certification by manufacturer of compliance with current CPSC guidelines.

4) Written information that the piece of equipment being quoted complies with current ASTM ADA specifications.

5) Written information regarding the age appropriateness of each piece of equipment.

6) Copy of Certificate of Insurance listing the School Board of Manatee County as additional insured.

7) Any other documentation deemed pertinent by the School District of Manatee County Playground Safety Committee.

8) Send a copy of the proposal/orders to Danielle Dimon, Supervisor of Grounds Maintenance at dimond@manateeschools.net.

Specifications/Scope of Work
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

Orders-Continued
Supplier/contractor shall provide the following information to Danielle Dimon, Supervisor of Grounds Maintenance after installation of playground equipment:

1) Copies of all blueprints, specifications, manufacturer's instructions, extensive parts list, warnings, and any other documentation deemed appropriate by the School Board Grounds Maintenance Department.

2) Certification of proper installation following final inspection from Manufacturer/Supplier, including the certification of the location as required by current ASTM F1487 and CPSC guidelines.

3) Sign-off letter from supplier-contractor stating the date of final inspection, problems found (if any), and repairs made.

LIAISON: Successful installation-contractor shall liaison with designated School District Project Manager, Supervisor of Grounds Maintenance and the school Principal (as applicable) to schedule installation and to arrange for an inspection of finished project.

ESTIMATED DOLLAR VALUE: No guarantee as to the dollar amount of this bid is implied or given.

REPAIRS: Hourly rates will be provided on the Form of Proposal for repairs of park and playground equipment. Repairs shall be made by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

Specifications/Scope of Work- Continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

KEY EVENTS & DATES

June 18, 2015	Bid notice e-mailed/mailed and/or faxed to prospective bidders & bidding documents posted on the VendorLink and Web Site
June 30, 2015	Questions/Clarifications due
July 2, 2015	Addenda posted to website and VendorLink
July 22, 2015	Proposals due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room 406, Purchasing Department, School Support Center, 215 Manatee Ave West, Bradenton, Florida.
*August 5, 2015, 2015	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 215 Manatee Avenue West, Bradenton, FL @ 2:00p.m. in 406
*On or About August 19, 2015	Notice of Intent to Award posted on department's Web site @ http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing and VendorLink.
*September 8, 2015	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

STATEMENT OF "NO BID"

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

We are not submitting a **BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR** for the following reasons:

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Other (Specify Below)

N/A

_____

_____

_____ Please remove our name from your Bidder's List for this classification of materials/services. (Vendor Link is a self-service website, if you have registered and do not want to receive solicitations for this classification of materials/services, you will need to remove the classification of materials/services from you vendor profile.)

NAME OF BIDDER _____

ADDRESS _____

_____

SIGNATURE _____

TITLE _____

FORM OF PROPOSAL

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

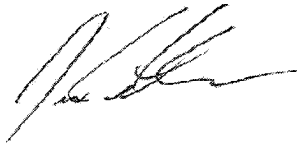
School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination.



Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN 2-8 Weeks* **DAYS AFTER RECEIPT OF ORDER.**

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: **Yes** _____ **No** X

ITEM NUMBER — CATALOG DISCOUNT BID

1) PLAYGROUND EQUIPMENT:
Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
PLAY AND PARK STRUCTURES	39	10%
ULTRA PLAY		8%
SPORTSPLAY		10%
ELEPHANT PLAY		5%
DYNAMO		5%
CHILD WORKS		5%
CEMROCK		5%

If additional space is needed, attach additional pages on company letterhead in above format.- See attached.

a. INSTALLATION OF PLAYGROUND EQUIPMENT:
To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 39 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment.
BLISS PRODUCTS
Certification attached Yes ✓ or No ____.

and/~~or~~;

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: INTERSTATE INC., and attach Written Factory/Manufacture Certification.

Certification attached Yes ____ or No ✓.

* Delivery & manufacturing lead times vary by product.

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MCSD No 16-0025-MR

ITEM # 1 PLAYGROUND EQUIPMENT - ADDITIONAL MANUFACTURERS

CATALOG NAME	NUMBER	DISCOUNT OFF OF CATALOG
SNUG PLAY		5%
STORE.BLISSPRODUCTS.COM		5%
PIERCETON RUBBER/ DYNACUSHION		5%
BIG TOYS		5%
EVERLAST CLIMBING		5%
ACTION PLAY SYSTEMS		5%
PLAYMORE DESIGNS		5%

Additional Installers

Fun Builders
Sandee Sod
Main Gates Construction
Tropical Recreation
Choppers Construction Corp.

Certification Attached Yes_____ or No__X___

P.O. Box 6655, Douglasville, GA 30154 • 1-800-248-2547 • fax 770-920-1915 • www.blissproducts.com

play&park structures®
Gateway to Imaginative Play™

July 1, 2015

To Whom It May Concern:

Thank you for your interest in Play & Park Structures, and for considering our playground equipment for your upcoming project.

Please note that Bliss Products is an exclusive sales agency for Play and Park Structures in the state of Florida and Georgia. Furthermore, Bliss is a qualified installer in good standing with Play & Park Structures in Georgia and Florida.

Please feel free to contact me directly with any questions. Once again my thanks for your consideration.

Matt Ross
Director of Sales
Play & Park Structures
Phone: 423-425-3169
Email: mross@parkstructures.com

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM NUMBER CATALOG DISCOUNT BID

2) SITE EQUIPMENT:

Include Catalog Name, Number, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
ULTRA-SITE	2015	5%
BRP		5%
KINGS RIVER CASTINGS		5%
LEISURE CRAFT		5%
WEBCOAT		5%
JAYHAWK	2015	8%
Athletic Connection		5%

If additional space is needed, attach additional pages on company letterhead in above format. *See attached

a. INSTALLATION OF SITE EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 39 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of site equipment.

Certification attached Yes____ or No ✓. There is no install certification for site furnishing.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: INTERSTATE INC., and attach Written Factory/Manufacture Certification. FUN BUILDERS - MAIN GATES CONSTRUCTION. TROPICAL RECREATION

Certification attached Yes____ or No ✓. SAME AS ABOVE

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MCSD No 16-0025-MR

ITEM # 2 SITE EQUIPMENT - ADDITIONAL MANUFACTURERS

CATALOG NAME	Number	Discount Off Catalog
JAYPRO		5%
STORE.BLISSPRODUCTS.COM		5%
COLORADO TIME SYSTEMS		5%
SPECTRUM AQUATICS		5%
WATERWORKS INTERNATIONAL		5%
MURDOCK / SUPER SECUR FOUNTAINS		5%
PROMATS		5%
ACTION FIT		5%
GT GRANDSTANDS		5%
NRS BLEACHERS		5%
DERO BIKE RACKS		5%

Additional Installers

Bliss Products and Services
Fun Builders
Sandee Sod
Main Gates Construction
Tropical Recreation
Choppers Construction Corp.

Certification Attached Yes_____ or No__X___

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Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM NUMBER — CATALOG DISCOUNT BID

3) SURFACING MATERIALS:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
Safety 1st		5%
WOOD MULCH PRODUCT		5%
FORESTRY RESOURCES		5%
RUBBER RECYCLE		5%
X-GRASS		5%
International Mulch Co.		5%
FIBAR		5%
~~[illegible]~~ PLAY & PARK STRUCTURES		5%

If additional space is needed, attach additional pages on company letterhead in above format. See attached.

a. INSTALLATION OF SURFACING MATERIALS:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 50 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of surfacing materials.

Certification attached Yes_____ or No ✓. Certification for installation not available.
Fixed Percentage will be 65% if installed with Blower Truck.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: Interstate Inc., and attach Written Factory/Manufacture Certification. Fun Builders - International Mulch, Express Mulch Blowing.

Certification attached Yes_____ or No ✓.

* poured in place rubber surfacing and artificial turf are quoted as "delivered and installed."

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MCSD No 16-0025-MR

ITEM # 3 SURFACING MATERIALS - ADDITIONAL MANUFACTURERS

CATALOG NAME	Number	Discount Off Catalog
FUNBUILDERS		5%
CHOPPER CONSTRUCTION CORP		5%
DURA-PLAY		5%

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Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

ITEM NUMBER	CATALOG DISCOUNT BID

4) SHADE STRUCTURE:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
Utra Shade		5%
Shelter Scapes		5%
Shade Systems		5%
PLAY & PARK Structures		5%
Shade America		5%
SPORTSPLAY		5%

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SHADE STRUCTURE:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is * 40 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of shade structure.

Certification attached Yes_____ or No ✓.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: INTERSTATE INC (See attached addtl. Installers), and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No ✓.

ITEM NUMBER	DESCRIPTION	HOURLY RATE
REPAIRS		
5.	**Discounted Repairs – Hourly Rate** For repair of existing equipment as described above.	$ ~~N/A~~ 150 Per Hour
6.	~~N/A~~ 30% **Markup for Repair Materials**	

* Installation percentage covers erection of Structure only. It does not include site work or any concrete foundations. That is priced per job.

BLISS PRODUCTS

PLAYGROUNDS • SHELTERS • FALL SURFACING • GRILLS • BLEACHERS • SITE FURNISHINGS

MCSD No 16-0025-MR

ITEM # 4 SHADE STRUCTURES - ADDITIONAL MANUFACTURERS

CATALOG NAME	Number	Discount Off Catalog
NO ADDITIONAL MANUFACTURERS		

ADDITIONAL INSTALLERS

FUNBUILDERS
CHOPPERS CONSTRUCTION CORP
MAIN GATES CONSTRUCTION

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

REFERENCES

I Jim Carruthers Representative being of Bliss Products & Services Inc.
(Name and. Title) **(Name of Company)**
give Manatee County School District authorization to check our company's previous performance. Include letter of recommendation for the reference listed.
Authorizing Signature (Respondent): _____

REFERENCE	
COMPANY NAME: Phoenix Associates of South Florida	
COMPANY ADDRESS: Ste. 204 13180 Livingston Rd Naples FL 34109	
CONTACT PERSON and EMAIL: Brian Howell bhowell@phoenix-associates.com	
PHONE NUMBER: 239-596-9111	FAX NUMBER: 239-596-2637

The reference should complete the following:		
TECHNICAL PERFORMANCE		
CUSTOMER SATISFACTION/RATINGS	***YES***	***NO***
Does the vendor offer quality products?	✓	
Are your orders filled in a timely manner?	✓	
Are they responsive to your needs?	✓	
Are they knowledgeable of product they offer?	✓	
Does the vendor submit accurate invoices?	✓	
Would you use this Contractor again?	✓	

Signature of Reference: Brian Howell

Title of Reference: V.P.

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: minimum 3 years Warranties vary by product/manufacturer.

DEALER'S WARRANTY: manufacturers warranty

LOCATION OF REPAIR SERVICES: on site

AVAILABILITY OF REPAIR PARTS: 1-4 WEEKS.

ESTIMATED TIME TO EFFECT REPAIR: 1-4 weeks

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: manufacturer. *Warranty is for material only and does not cover labor.

DRUG FREE WORK PLACE CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



6/29/15

VENDOR'S SIGNATURE/DATE

BLISS PRODUCTS & SERVICES INC.

COMPANY NAME

FEDERAL DEBARMENT CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

BLISS PRODUCTS & SERVICES Inc. — Organization Name

MCSD-16-0025 MR — PR/Award Number or Project Name

JIM CARRUTHERS REPRESENTATIVE — Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

6/30/15 — Date

Form AD-1048 (1/92)

Federal Debarment Certification - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

School District of Manatee County ATTACHMENT C

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

SCHOOL BOARD:

ROBERT GAUSE *CHAIRMAN* DAVE "WATCHDOG" MINER * VICE-CHAIRMAN* MARY CANTRELL

CHARLIE KENNEDY KAREN CARPENTER

SUPERINTENDENT
DR. DIANA GREENE

Contract of Award Agreement No.16-0025-MR-3

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, MCSD No. 16-0025-MR

2. **Contract Term:** The term of this Agreement shall be from September 09, 2015 through September 8, 2018. 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. **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.

5. **Termination:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by

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VCG

the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

6. **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.
7. **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.
8. **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 $3,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 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 person and $3,000,000.00 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.

9.

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

http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

10. **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.
11. **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.
12. **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

Service Provider Signature	**August 7, 2015** Date
Jim Carruthers Type or Print Name	**Sales Representative** Title
Bliss Products and Services Inc Business/Company Name	**239-248-07023** Phone
6831 S Sweetwater Road Address	**239-430-0125** Fax
Lithia Springs GA 30122 City, State, Zip	**troprec1@aol.com** Email

MANATEE COUNTY SCHOOL DISTRICT

Legal Counsel	8 11 15 Date
~~Superintendent~~	9/17/15 Date

Contract Award Agreement Continued
Bid/RFP Park and Playground Equipment, MCSD No. 16-0025-MR

Board Chair

9-8-15
Date

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

LANIER PLANS, INC. D/B/A KORKAT
(hereinafter referred to as " VENDOR "),
whose principal place of business is
221 Cable Industrial Way
Carrollton, GA 30117

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall **commence from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Palm Beach County Letter of Agreement ("Letter of Agreement"),
Third: Addendum No. 1,
Fourth: ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth: Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR goods for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order is received and relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Shane Lanier, Owner** **221 Cable Industrial Way** **Carrollton, GA 30117**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman for the chair
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

LANIER PLANS, INC. D/B/A KORKAT

ATTEST:

By Shane Lanier

_____, Secretary

-or-

Bridgette Rae Hannah
Witness

Rebecca Blanton
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Georgia

COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 1st day of June, 2016 by Shane Lanier of
Name of Person
Lanier Plans, Inc. DBA Korkat, on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced personally known to me as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 10/31/2016

Bridgette Rae Hannah
Signature – Notary Public

(SEAL)

BRIDGETTE RAE HANNAH NOTARY PUBLIC CARROLL CO., GEORGIA MY COMMISSION EXPIRES OCT. 31, 2016

Bridgette Rae Hannah
Printed Name of Notary

_____
Notary's Commission No.

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

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RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. **DEMANDSTAR**:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following **(valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. **ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:** The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. **ESTIMATED DOLLAR VALUE**: No guarantee of the dollar amount of this bid is implied or given.

AA. **WARRANTY**: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. **SALES PROMOTION / PRICE REDUCTION**: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. **HOURS OF OPERATION:** The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

   Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:
  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
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SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
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SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

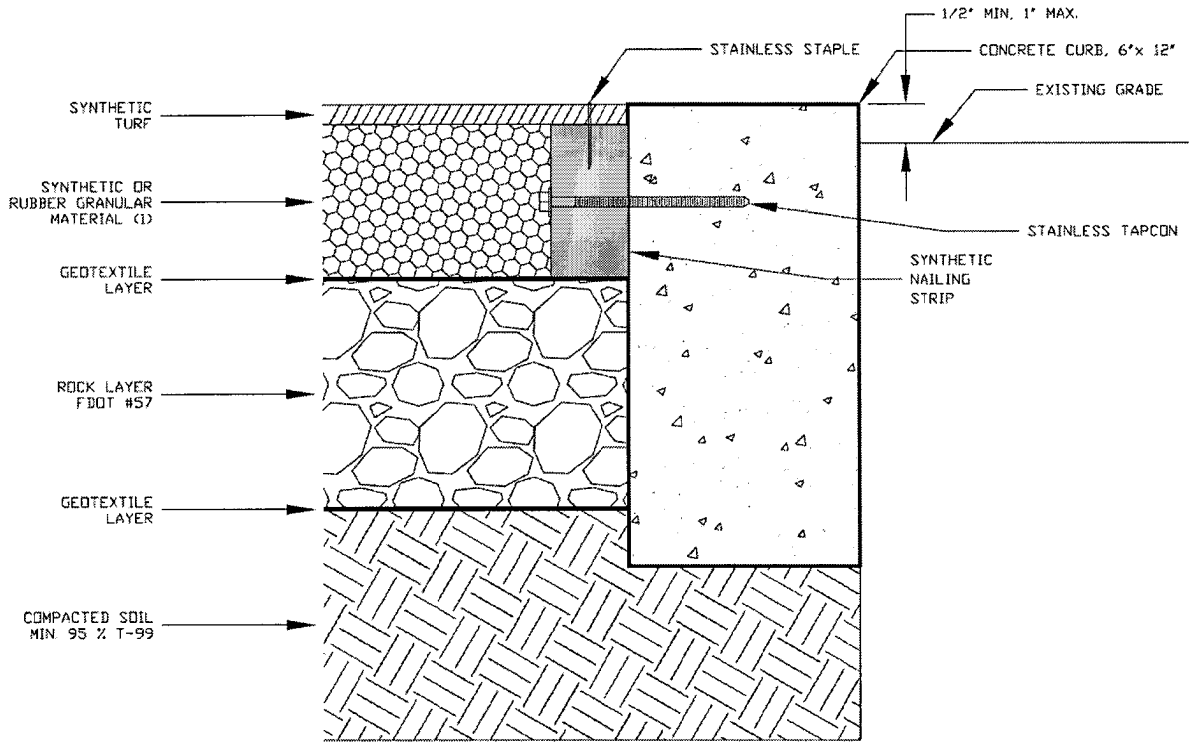
A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



(1) CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.4

EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

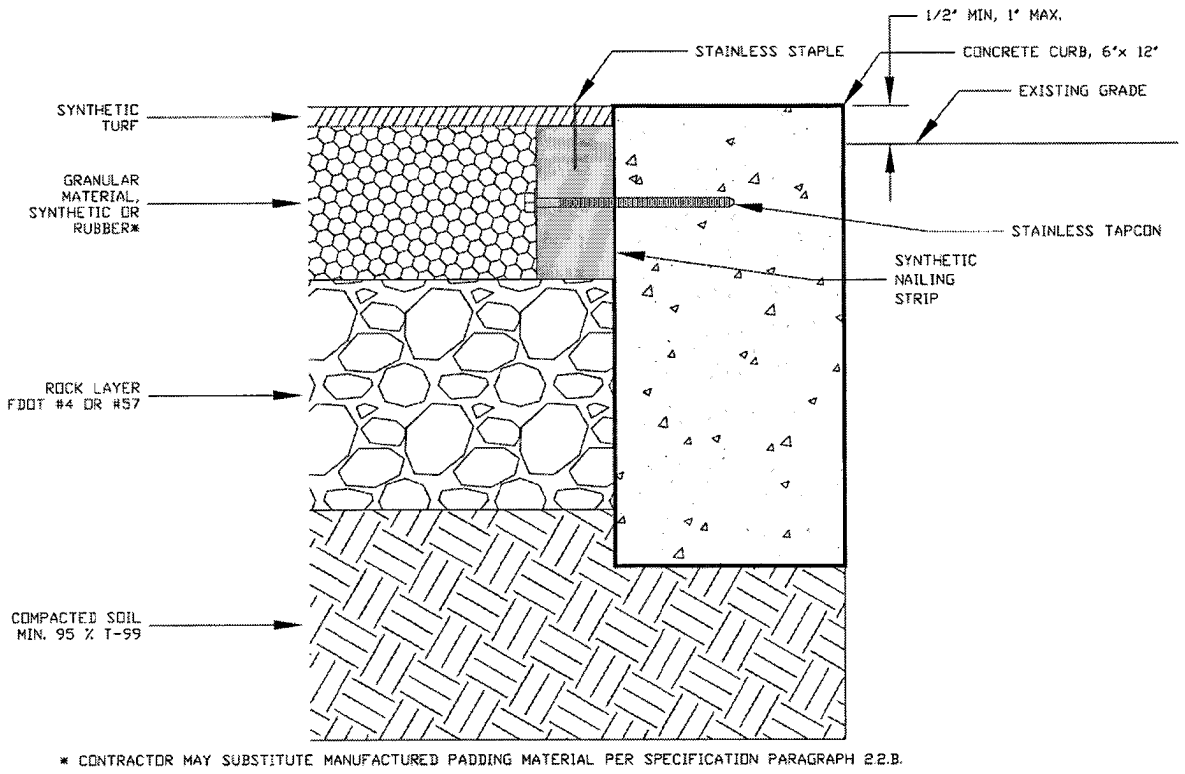
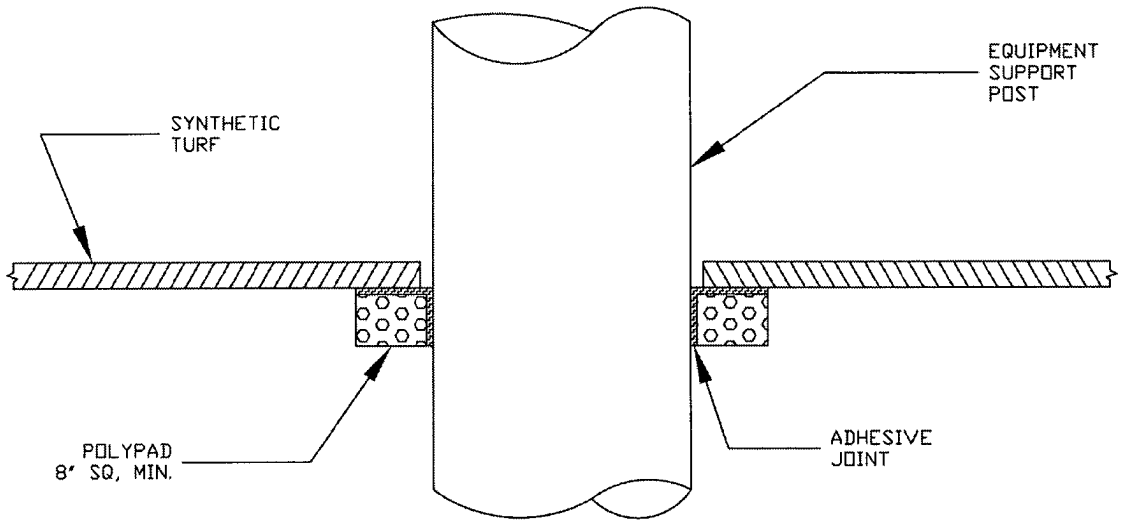


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __ , who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____ , 20 __ , by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:	
Vendor Mailing Address:	
E-Mail Address:	
Area Code / Telephone Number:	
Toll-Free Telephone Number:	
Fax Number:	
Web Address:	
FEID No. or SS #:	
Delivery	calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:							
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above						$ _____ per Sq Ft	

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	___ **Yes or** ___**No**
	List the Manufacturer:	

Site Preparation: • All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid • Provide firm prices for the following line items • Prices must be submitted in the same unit of measure as listed below:		
Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:
Vendors may be required to provide quotations for optional items such as, but not limited to: • removal and/or relocation of existing playground equipment • replacement parts for playground components • tree trimming or removal • excavation/demucking for sites where rock or muck is found • provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	___ YES	___ NO
Manufacturer:			
Installer if other than self:			
Item 17. **Install Shade Structure**		___ YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	___ YES	___ NO
Manufacturer:			
Installer if other than self:			
Item 19.	**<u>Install Fitness Trails and Surfacing</u>**	___ YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____

VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here ➔ _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

◯ **Minority/Women Business Enterprise (M/WBE)** ◯ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

:HOOL DISTRICT OF PALM BEACH COUNTY

:onsultant, Subcontractor & ldor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & ı below will participate in this project for the Contract (Trade) Items and the dollar amounts s

WBE ◯**SBE** **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

:CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must ırity firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not ı

ATTACHMENT A

10)

;contractor & ›n Services	PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICE

;CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

☐ African American ☐ Native American
☐ Asian American ☐ American
☐ Hispanic American

Column 2 (MWBE ONLY)

☐ Female
☐ Male

Column 3

☐ Physically Impaired

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name: Lnaier Plans Inc. DBA KORKAT

Vendor Mailing Address: KORKAT
221 Cable Industrial Way Carrollton, Ga. 30117

E-Mail Address: ShaneL@korkat.com

Area Code / Telephone Number: 770-214-9322

Toll-Free Telephone Number: 1-888-356-7528

Fax Number: 770-214-9323

Web Address: www.korkat.com

FEID No. or SS #: 86-1063618

Delivery **calendar days after receipt of order:** Depends on which Product

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid : Shane Lanier

Title of Company Representative: Owner Date: 5-26-2015

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**
SRP Playgrounds	10%
Xccent Playgrounds	10%
Ultra Play	10%
Play Systems	10%
Paris	10%

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	30%

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	Outdoor Safety Surfacing						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	12.70	13.76	14.82	15.89	16.95	16.95	19.08
1,000 to 3,000 Sq Ft	10.58	11.46	12.35	13.24	14.12	14.12	15.90
Over 3,000 Sq Ft	10.05	10.89	11.74	12.58	13.42	13.42	15.11
3b) Installation of PIP surfacing charge if it is not included in the prices above						$Included per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	Shaw						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	14.03	14.03	14.03	14.03	14.81	14.81	17.89
1,000 to 3,000 Sq Ft	11.23	11.23	11.23	11.23	11.85	11.85	14.31
Over 3,000 Sq Ft	10.67	10.67	10.67	10.67	11.26	11.26	13.60
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ Included per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:	Shaw						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	11.75						
1,000 to 3,000 Sq Ft	9.40						
Over 3,000 Sq Ft	8.93						
5b) Installation of Artificial Turf Without fall protection fee if installation is not included in the prices above						$Included per Sq Ft	

Item 6.	Engineered Wood Fiber Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	x Yes or ___No
	List the Manufacturer:	Amerigrow

Site Preparation: • All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid • Provide firm prices for the following line items • Prices must be submitted in the same unit of measure as listed below:		
Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ No Bid per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ No Bid per cubic yard
Item 9.	Clean Fill Delivered and graded	$ No Bid per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$ No Bid per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$ No Bid per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$ 15 per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ No Bid per linear ft.
Item 13.	Provide Utility Locates	$ No Bid each
Item 14.	Provide signed sealed engineered drawings	$ 850.00 per job

Additional Site Preparation Items:
Vendors may be required to provide quotations for optional items such as, but not limited to: • removal and/or relocation of existing playground equipment • replacement parts for playground components • tree trimming or removal • excavation/demucking for sites where rock or muck is found • provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	x YES	___ NO
Manufacturer:	Superior Shade Systems		
Installer if other than self:	Self		
Item 17. **Install Shade Structure**		x YES	___ NO

Item 18. Provide Fitness Trails (equipment/stations & surfacing)

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	x YES	___ NO
Manufacturer:	Xccent		
Installer if other than self:	Self		
Item 19. **Install Fitness Trails and Surfacing**		x YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Superior Playgrounds	10%	
Xccent	10%	
Outdoor Safety Surfacing	10%	
Delivery Business Days After Receipt of Order (ARO):	30 business days	
Address of facility where parts will be shipped from: KORKAT 221 Cable Industrial Way Carrollton, Ga 30117		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: Lanier Plans Inc. DBA KORKAT

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: Shane Lanier

Title of Representative: Owner

Date: 5-26-2015

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer: Lanier Plans Inc. DBA Korkat

Identify the state in which the Proposer has its principal place of business: Georgia

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

X The Proposer's principal place of business is in the State of Georgia and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

Pertinent State Statutes are attached.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

X The Proposer's principal place of business is in the political subdivision of Carrollton, GA and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

See State statutes attached which also apply to local government.
No specific local ordinances grant preferences.

Signature of out-of-state Proposer's attorney: C. David Mecklin J.

Printed name of out-of-state Proposer's attorney: C. David Mecklin, JR.

Address of out-of-state bidder's attorney: P.O. Box 2069, Carrollton, GA 30112

Telephone Number of out-of-state bidder's attorney: (770) 214-5104

Email address of out-of-state bidder's attorney: dmecklin@tisingervance.com.

Attorney's states of bar admission: GEORGIA

Proposer's Printed Name: Shane Lanier Signature: Shane Lanier

Company Name: Lanier Plans Inc. DBA Korkat.

West's Code of Georgia Annotated
Title 50. State Government
Chapter 5. Department of Administrative Services (Refs & Annos)
Article 3. State Purchasing (Refs & Annos)
Part 1. General Authority, Duties, and Procedure

Ga. Code Ann., § 50-5-60

§ 50-5-60. Preference to Georgia products, etc.

Effective: July 1, 2012

Currentness

(a) The state and any department, agency, or commission thereof, when contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality.

(b) Vendors resident in the State of Georgia are to be granted the same preference over vendors resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state, or by any local government of such state, to vendors resident therein over vendors resident in the State of Georgia.

(c) In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds $100,000.00, the state or its department, agency, or commission shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The state or its department, agency, or commission shall not divide a contract or purchase which exceeds $100,000.00 for the purpose of avoiding the requirements of this subsection.

(d) Nothing in this Code section shall negate the requirements of Code Section 50-5-73.

Credits

Laws 1933, p. 1178; Laws 1937, p. 503, § 11; Laws 1990, p. 1466, § 1; Laws 2009, Act 58, § 3, eff. July 1, 2009; Laws 2012, Act 743, § 1, eff. July 1, 2012.

Formerly Code 1933, § 40-1903.

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Notes of Decisions (2)

Ga. Code Ann., § 50-5-60, GA ST § 50-5-60
Current through Acts 2 through 44 of the 2015 session of the Georgia General Assembly

End of Document

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West's Code of Georgia Annotated
Title 50. State Government
Chapter 5. Department of Administrative Services (Refs & Annos)
Article 3. State Purchasing (Refs & Annos)
Part 1. General Authority, Duties, and Procedure

Ga. Code Ann., § 50-5-61

§ 50-5-61. Materials, supplies, equipment and agricultural products manufactured or produced in state to be given preference in purchases by state or local authorities

Effective: July 1, 2009

Currentness

(a) State and local authorities created by law, in the purchase of and contracting for any supplies, materials, equipment, and agricultural products, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality.

(b) In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds $100,000.00, the state or local authority shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. No state or local authority shall divide a contract or purchase which exceeds $100,000.00 for the purpose of avoiding the requirements of this subsection.

(c) Nothing in this Code section shall negate the requirements of Code Section 50-5-73.

Credits

Laws 1976, p. 181, § 1; Laws 2009, Act 58, § 4, eff. July 1, 2009.

Notes of Decisions (2)

Ga. Code Ann., § 50-5-61, GA ST § 50-5-61
Current through Acts 2 through 44 of the 2015 session of the Georgia General Assembly

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West's Code of Georgia Annotated
Title 36. Local Government
Provisions Applicable to Counties, Municipal Corporations, and Other Governmental Entities
Chapter 84. Purchasing Preferences

Ga. Code Ann., § 36-84-1

§ 36-84-1. Local government contracts

Effective: July 1, 2009

Currentness

(a) As used in this Code section, the term "local government" means a county, municipality, or consolidated government.

(b) Local governments, when contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality.

(c) In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds $100,000.00, the local government shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. No local government shall divide a contract or purchase which exceeds $100,000.00 for the purpose of avoiding the requirements of this subsection.

(d) Nothing in this Code section shall negate the requirements of Code Section 50-5-73.

Credits

Laws 2009, Act 58, § 2, eff. July 1, 2009.

Ga. Code Ann., § 36-84-1, GA ST § 36-84-1
Current through Acts 2 through 44 of the 2015 session of the Georgia General Assembly

End of Document

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West's Code of Georgia Annotated
Title 13. Contracts
Chapter 10. Contracts for Public Works (Refs & Annos)
Article 1. General Provisions
Part 1. Bonds

Ga. Code Ann., § 13-10-3

§ 13-10-3. Contractual and purchasing preferences for state contracts; determination of residency

Effective: May 6, 2013

Currentness

(a) For the purpose of determining residency under this Code section, a Georgia resident business shall include any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal submitted pursuant to this Code section or a new business that is domiciled in Georgia which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place of business shall not include a post office box, site trailer, or temporary structure.

(b) Whenever the state contracts for the doing of a public work, materialmen, contractors, builders, architects, engineers, and laborers resident in the State of Georgia are to be granted the same preference over materialmen, contractors, builders, architects, engineers, and laborers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to materialmen, contractors, builders, architects, engineers, and laborers resident in such other state over materialmen, contractors, builders, architects, engineers, and laborers resident in the State of Georgia. However, these requirements shall in no way impair the ability of the state to compare the quality of materials proposed for purchase and to compare the qualifications, character, responsibility, and fitness of materialmen, contractors, builders, architects, engineers, and laborers proposed for employment in its consideration of the purchase of materials or employment of persons. This subsection shall not apply to transportation projects for which federal aid funds are available.

(c) All state agencies, authorities, departments, commissions, boards, and similar entities shall adhere to the policies and procedures contained in the State Construction Manual for project management and procurement of, and contracting for, design, construction, and other project related professional services for all state owned buildings in Georgia funded by state bonds or other state revenue. The State Construction Manual shall be jointly edited and posted on a state website by the Georgia State Financing and Investment Commission and the Board of Regents of the University System of Georgia and shall be updated on a periodic basis to reflect evolving owner needs and industry best practices after consultation with other state agency and industry stakeholders.

(d)(1) To the extent permitted by law, no state agency, authority, department, commission, board, or similar entity that contracts for public works construction shall, in its bid documents, specifications, project agreements, or other controlling documents for a public works construction contract:

(A) Require or prohibit bidders, offerors, contractors, subcontractors, or material suppliers to enter into or adhere to prehire agreements, project labor agreements, collective bargaining agreements, or any other agreement with one or more labor organizations on the same or other related construction projects; or

(B) Discriminate against, or treat differently, bidders, offerors, contractors, subcontractors, or material suppliers for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations on the same or other related construction projects.

(2) Nothing in this subsection shall prohibit bidders, offerors, contractors, subcontractors, or material suppliers from voluntarily entering into agreements described in paragraph (1) of this subsection.

(3) The head of a governmental entity may exempt a particular public works construction contract from the requirements of any or all of the provisions of paragraph (1) of this subsection if the governmental entity finds, after public notice and a hearing, that special circumstances require an exemption to avert an imminent threat to public health or safety. A finding of special circumstance under this paragraph shall not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations or concerning employees on the particular project who are not members of or affiliated with a labor organization.

Credits

Laws 2010, Act 421, § 1, eff. July 1, 2010; Laws 2013, Act 194, § 1, eff. May 6, 2013.

Ga. Code Ann., § 13-10-3, GA ST § 13-10-3
Current through Acts 2 through 44 of the 2015 session of the Georgia General Assembly

End of Document

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THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Shane Lanier — 5-26-2015

VENDOR'S SIGNATURE — DATE

Lanier Plans Inc. DBA KORKAT

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name Lanier Plans Inc. DBA Korkat

Tax FEIN No. 86-1063618

Before me, the undersigned authority, personally appeared, Shane Lanier, ("Corporate Representative") this 26 day of May, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
Shane Lanier	221 Cable Industrial Way Carrollton, Ga. 30117	100%

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: Shane Lanier

SWORN TO and subscribed before me this 26th day of May, 2015, by Shane Lanier

☑ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

REBEKAH L. TRUETT NOTARY PUBLIC CARROLL CO., GEORGIA MY COMMISSION EXPIRES MAR. 11 2016

Rebekah L Truett
Notary Public

Rebekah L Truett
(Print, Type or Stamp Name of Notary Public)

FBSD 1997 (Rev. 02/22/2011)

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	KORKAT
Area Representative:	Shane Lanier
Email Address:	ShaneL@korkat.com
Cell Phone Number:	770-883-7519
Office Number (With extension)	678-390-1152

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER: 15C-32B

VENDOR NAME: Lanier Plans Inc. DBA KORKAT

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
○ 0.5% 10 net 30 *
◉ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: Lanier Plans Inc. DBA KORKAT

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	New River Childcare 120 NW 7th AvenueFort Lauderdale, FL 33311
Contact Person:	Tony Ajakie
Email:	tonytutor@aol.com
Phone #:	(954) 462-7746
Type of work (choose from list above)	Provided fabric shade structure Installed fabric shade structure
Date work was completed	4-14-2014

Reference 2

School District, Governmental Agency or Company:	David Posnack JCC 5850 South Pine Island Road Davie, Florida 33328
Contact Person:	Scott Erlich
Email:	SEhrlich@dpjcc.org
Phone #:	(954) 434-0499
Type of work (choose from list above)	Provided playground equipment Provided & installed PIP surfacing Installed playground or outdoor fitness equipment
Date work was completed	12-6-2013

Reference 3

School District, Governmental Agency or Company:	Cornerstone Group 2100 Hollywood Blvd. Hollywood FL
Contact Person:	Don Sanders
Email:	Don.sanders@cornerstonegrp.com
Phone #:	(305) 587-0803
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment
Date work was completed	12-29-2013

Reference 4

School District, Governmental Agency or Company:	King Jesus Ministries 14100 SW 144th Avenue Miami, FL 33186
Contact Person:	Leonel Ramirez
Email:	leonelramirez@elreyjesus.org
Phone #:	(305) 382-3171
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed PIP surfacing Provided fabric shade structure Installed fabric shade structure
Date work was completed	5-8-2013

Reference 5

School District, Governmental Agency or Company:	Recreational Design & Construction 3990 North Power Line Road Fort Lauderdale, FL 33309
Contact Person:	Scott Greiner Two Projects – South Broward High School (Bleachers and Shades with Installation) and Gibson Park (Shade Structures with Installation and Site Work)
Email:	SGreiner@recreationaldesign.com
Phone #:	(954) 566-3885
Type of work (choose from list above)	Provided fabric shade structure Installed fabric shade structure
Date work was completed	6-23-2014

This form must be downloaded, completed and uploaded to DemandStar with your bid response

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: X

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT B

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
2627 BELFORT RD
JACKSONVILLE, FL 32216

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	GUNTER TITUS DANIEL	CGC1515875	U15.525830 - 05/26/15	$13.75	B40215299

This document is valid only when receipted by the Tax Collector's Office.

KORKAT
LANIER PLANS INC
2627 BELFORT RD
JACKSONVILLE, FL 32216

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2015083051
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 25, 2015

Lanier Plans Inc. dba Korkat
Mr. Shane Lanier, Owner
221 Cable Industrial Way
Carrollton, GA 30117
shaneL@korkat.com

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	**August 20, 2015 through August 19, 2020**

Dear Mr. Lanier:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED.** No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

LEADEX CORPORATION
(hereinafter referred to as " VENDOR "),
whose principal place of business is
2601 SW 69th Court
Miami, FL 33155

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall **commence from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Palm of Beach County Letter of Agreement ("Letter of Agreement"),
Third: Addendum No. 1,
Fourth: ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth: Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in the Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR goods for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Frank J. Fonseca, P.E., President** **2601 S.W. 69th Court** **Miami, FL 33155**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair as the chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

LEADEX CORPORATION

ATTEST:

By _____
Frank J. Fonseca, P. E.

_____
Frank J Fonseca, **Secretary**
-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26th day of May, 20 16 by Frank J. Fonseca, p. E. of
Name of Person
LEADEX CORPORATION, on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced he is personally known to me as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

(SEAL)

PEDRO J GOMEZ
MY COMMISSION # FF 134737
EXPIRES: July 7, 2018
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

PEDRO J. GOMEZ
Printed Name of Notary

FF 134737
Notary's Commission No.

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

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RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. **DEMANDSTAR**:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following (**valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

AA. WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. HOURS OF OPERATION: The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT**: In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:
  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
SDPBC Project No.

SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.

B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.

B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.

C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

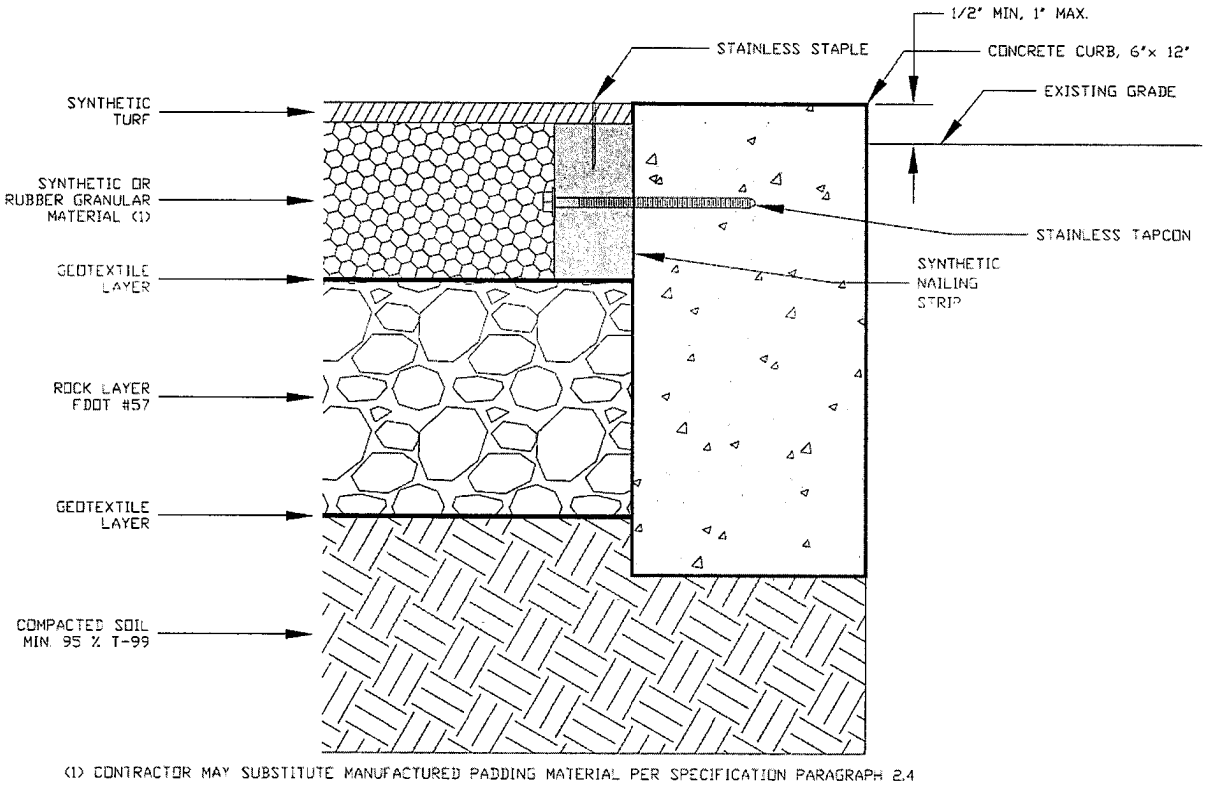
A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



(1) CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.4

EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

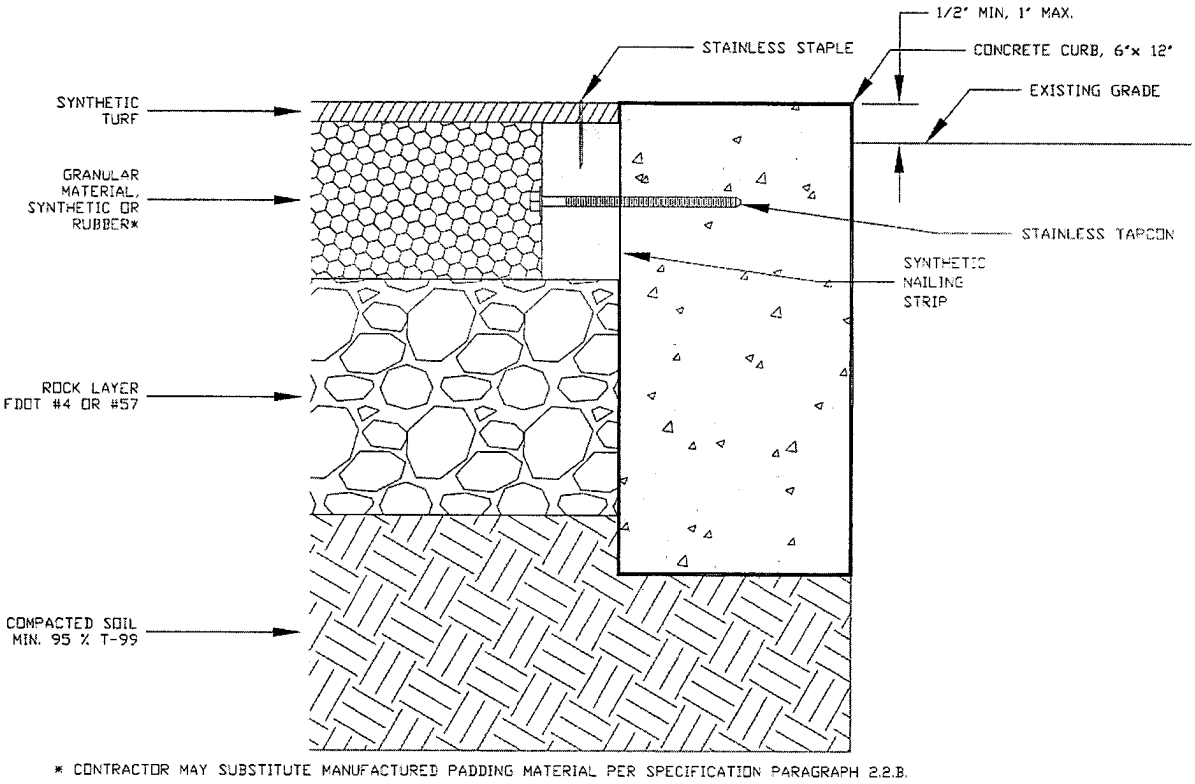
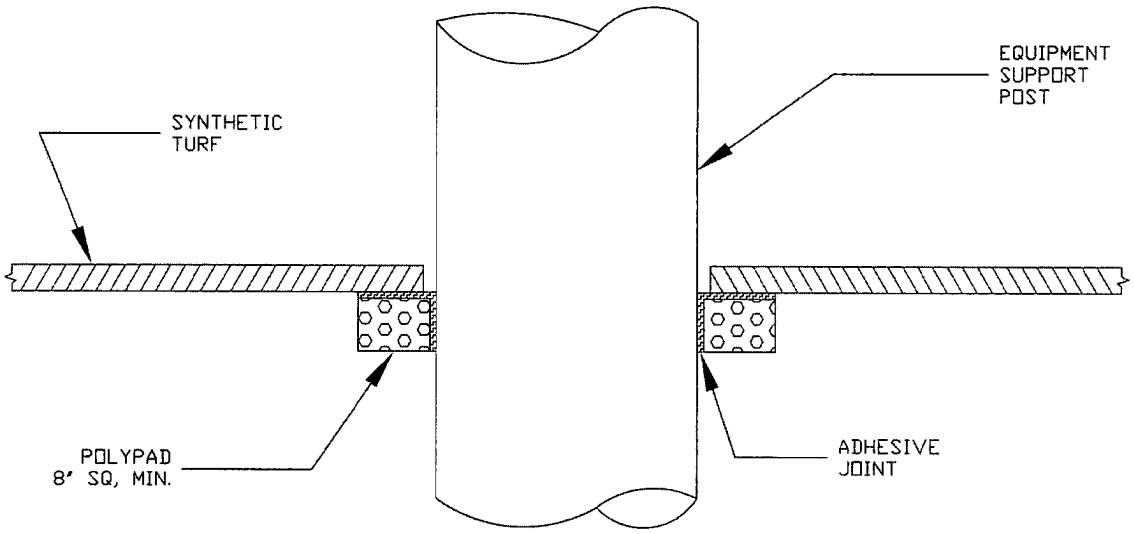


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:
Vendor Mailing Address:
E-Mail Address:
Area Code / Telephone Number:
Toll-Free Telephone Number:
Fax Number:
Web Address:
FEID No. or SS #:
Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required
List Manufacturer:	

5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							

5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above	$ _____ per Sq Ft

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	**___ Yes or ___No**
	List the Manufacturer:	

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	____ YES	____ NO
Manufacturer:			
Installer if other than self:			
Item 17. **Install Shade Structure**		____ YES	____ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	____ YES	____ NO
Manufacturer:			
Installer if other than self:			
Item 19.	**<u>Install Fitness Trails and Surfacing</u>**	____ YES	____ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.**

(2) **Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.**

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____
VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		**Column 2 (MWBE ONLY)**	**Column 3**
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

CHOOL DISTRICT OF PALM BEACH COUNTY

consultant, Subcontractor & dor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & n below will participate in this project for the Contract (Trade) Items and the dollar amounts s

WBE ◯SBE **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must rity firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not i

ATTACHMENT A

10)

contractor & n Services	PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	**TOTAL BID OR CM SERVICE**

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	**BUDGET (Est. Cost)**	**CONTRACT AMOUNT**	**DESCRIPTION**	**MWBE/SBE (Yes or No)**	**MWBE ONLY AMOUNT**
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

PBSD 1525 (Rev. 7/6/2011) ORIGINAL - Office of Diversity in Business Practices

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:	LEADEX CORPORATION
Vendor Mailing Address:	2601 S W 69TH CT MIAMI, FL 33155
E-Mail Address:	frank@leadexcorp.com
Area Code / Telephone Number:	305-266-2028
Toll-Free Telephone Number:	n/a
Fax Number:	305-264-5350
Web Address:	
FEID No. or SS #:	65-0170950
Delivery	45 **calendar days after receipt of order:**

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid : FRANK J FONSECA, P.E.

Title of Company Representative: PRESIDENT **Date:** 05/26/2015

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	Fixed % Percentage Discount off List Price
B C I BURKE	7%
Greenfield Outdoor Fitness Equipment	0%

Item 2.	Installation of Playground and Outdoor Fitness Equipment	Fixed Percentage
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	33%

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for installation

in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	self

Item 3.	Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	SURFACE AMERICA						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cos Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	13.00	13.00	13.50	14.75	16.00	17.00	18.00
1,000 to 3,000 Sq Ft	12.00	12.00	12.50	13.75	15.00	16.00	17.00
Over 3,000 Sq Ft	11.50	11.50	12.00	13.25	14.00	15.00	16.00
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ ____ per Sq Ft	

Item 4.	Artificial Turf installed on a playground (with fall protection) •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	X GRASS						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	17.00	17.00	17.00	17.00	18.50	18.50	19.00
1,000 to 3,000 Sq Ft	16.00	16.00	16.00	16.00	17.00	17.00	18.50
Over 3,000 Sq Ft	15.50	15.50	15.50	15.50	16.50	16.50	18.00
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ ____ per Sq Ft	

Item 5.	Artificial Turf – Provide and Install where fall protection is NOT required						
List Manufacturer:	X GRASS						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	--	--	--	--	--	--	15.00
1,000 to 3,000 Sq Ft	--	--	--	--	--	--	14.00
Over 3,000 Sq Ft	--	--	--	--	--	--	13.00
5b) Installation of Artificial Turf Without fall protection fee if installation is not included in the prices above						$ --- per Sq Ft	

Item 6.	Engineered Wood Fiber Must comply with ASTM and be IPEMA certified Quotes will be requested when needed Indicate if you can provide (Yes or No)	XX Yes or ___ No
	List the Manufacturer:	ZEAGER

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ 1.75 per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ 60.00 per cubic yard
Item 9.	Clean Fill Delivered and graded	$ 1.75 per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$ 6.90 per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$7.30 per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$15.00 per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ 95.00 per linear ft.
Item 13.	Provide Utility Locates	$1,300.00 each
Item 14.	Provide signed sealed engineered drawings	$1,500.00 per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** **Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing** **Mark an "X" in the space provided**	**X YES**

Item 16	**Fabric Shade Structures :** **This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid** ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: **If bidding to only supply Shade Structures** • **you must list your certified installer below** **AND** • **Your certified installer must submit a bid for installation** **AND** • **Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item**			
Item 16	**Provide Shade Structures**	**X YES**	**NO**
Manufacturer:	1. NO EQUAL DESIGN 2. SHADE SYSTEMS		
Installer if other than self:	SE;F		
Item 17. **Install Shade Structure**		**X YES**	**NO**

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	✓ YES	___ NO
Manufacturer:	GREENFIELDS OUTDOORS ; BCI BURKE		
Installer if other than self:	SELF		
Item 19. <u>Install Fitness Trails and Surfacing</u>		✓ YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
BCI BURKE	0	YES
GREENFIELDS OUTDOOR FITNESS	0	YES
Delivery Business Days After Receipt of Order (ARO):	30 business days	
Address of facility where parts will be shipped from: FACTORY, WISCONSIN		

Item 21	<u>Recoat existing PVC playground equipment decks</u> Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to Mark an "X" in the space provided	X YES

Vendor Name:	LEADEX CORPORATION

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: LEADEX CORPORATION

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: FRANK J FONSECA, P.E.

Title of Representative: PRESIDENT

Date: 05/26/2015

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer: LEADEX CORPORATION

Identify the state in which the Proposer has its principal place of business: 2601 S W 69th Ct., Miami, Fl 33155

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

N/A

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

N/A

Signature of out-of-state Proposer's attorney: n/a

Printed name of out-of-state Proposer's attorney: n/a

Address of out-of-state bidder's attorney: n/a

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: n/a

Attorney's states of bar admission: n/a

Proposer's Printed Name: FRANK J FONSECA, P.E. Signature _____

Company Name: LEADEX CORPORATION

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE — DATE: 05/26/15

LEADEX CORPORATION
COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name LEADEX CORPORATION

Tax FEIN No. 65-0170950

Before me, the undersigned authority, personally appeared, FRANK J FONSECA, P.E. , ("Corporate Representative") this 26th day of MAY , 20 15 , who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
FRANK J FONSECA, P.E.	2601 S W 69TH CT. MIAMI, FL 33155	100%

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage
FRANK J FONSECA, P.E.	2601 S W 69TH CT. MIAMI, FL 33155	100%

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. NONE		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: [signature]

SWORN TO and subscribed before me this 26th day of May , 2015 , by Frank J. Fonseca, P. E. Such person(s) (Notary Public must check applicable box).

☑ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

PEDRO J GOMEZ
MY COMMISSION # FF 134737
EXPIRES: July 7, 2018
Bonded Thru Notary Public Underwriters

[signature]
Notary Public

PEDRO J. GOMEZ
(Print, Type or Stamp Name of Notary Public)

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	LEADEX CORPORATION
Area Representative:	FRANK J. FONSECA, P.E .
Email Address:	frank@leadexcorp.com
Cell Phone Number:	305-345-7474
Office Number (With extension)	305-266-2028

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER: TERM CONTRACT FOR PLAYGROUND EQUIP, OUTDOOR FITNESS EQUIP., SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES. #15C-32B
VENDOR NAME: LEADEX CORPORATION

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
☑ 0.5% 10 net 30 *
○ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: LEADEX CORPORATION

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	MIAMI DADE COMMUNITY AGENCY
Contact Person:	MR. COREY JONES, SPECIAL PROJECT COORDINATOR
Email:	jcorey@miamidade.gov
Phone #:	786-469-4655
Type of work (choose from list above)	Provided and installed PIP surfacing
Date work was completed	February 2014

Reference 2

School District, Governmental Agency or Company:	SCHOOL DISTRICT OF PALM BEACH COUNTY
Contact Person:	MR. STEPHEN FLEMING, MBA, E ED.L, LEED AP
Email:	stephen.fleming@palmbeachschools.org
Phone #:	561-722-3045
Type of work (choose from list above)	Provided and installed playground equipment Provided and installed PIP surfacing
Date work was completed	May 2015

Reference 3

School District, Governmental Agency or Company:	THE SCHOOL BOARD OF BROWARD COUNTY
Contact Person:	MR. JOSEPH BRINCAT
Email:	jbrincat@browardschools.com
Phone #:	754-321=4309
Type of work (choose from list above)	Provided and installed PIP surfacing Provided and installed artificiall turf
Date work was completed	Yearly contract ongoing jobs 2015

Reference 4

School District, Governmental Agency or Company:	CITY OF CORAL GABLES
Contact Person:	MR. FRED COUCEYRO, DIRECTOR
Email:	fcouceyro@coralgables.com
Phone #:	305-460-5604
Type of work (choose from list above)	Provided and installed playground equipment Provided and installed PIP surfacing
Date work was completed	April 2015

Reference 5

School District, Governmental Agency or Company:	MIAMI DADE PUBLIC HOUSING AGENCY
Contact Person:	Jose E. Amaez , project manager
Email:	jamaez@miamidade.gov
Phone #:	786) 469-4128
Type of work (choose from list above)	Provided and installed playground equipment Provided and installed PIP surfacing
Date work was completed	July 2013

This form must be downloaded, completed and uploaded to DemandStar with your bid response

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: x

Form must be submitted with your bid response to Demandstar.com

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and save as a single PDF document and re-upload them to DemandStar.*

ATTACHMENT B

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC010793	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

FONSECA, FRANK J
LEADEX CORPORATION
2601 SW 69TH CT
MIAMI FL 33155

ISSUED: 08/17/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408170002905

ATTACHMENT B

National Recreation and Park Association

Let it be known that

Nelson Fonseca

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CPSI Certified Playground Safety Inspector

Candice A. Rawlins
NATIONAL CERTIFICATION BOARD CHAIRPERSON

1/2/2013
DATE CERTIFIED

Barbara Tulipane
NRPA PRESIDENT AND CEO

224811-0216
CERTIFICATION NUMBER

2/1/2016
EXPIRATION DATE

National Recreation and Park Association

Greenfields Outdoor Fitness
Promoting Wellness & Fighting Obesity One Community at a Time.

ATTACHMENT B

May 22, 2015

Palm Beach County
50 S. Military Trail,
West Palm Beach, FL 33415

Re: Leadex Corporation - Authorized Installer

To whomever it may concern,

Leadex Corporation is a factory authorized vendor and certified installer for Greenfields Outdoor Fitness Equipment for the territory of Palm Beach County Florida; supporting all related supply and service of our products within the area of Palm Beach County, FL.

Leadex Corporation
2601 SW 69th Court
Miami FL 33155
Certified General Contractors: CGC 010793
Tel: (305) 266-2028
Frank Fonseca PE: frank@leadexcorp.com
Nelson Fonseca PE: nelson@leadexcorp.com

This letter is valid until Dec 31, 2016, after which time an updated letter will be issued.

Please feel free to contact me directly with any inquiries concerning this issue.

Sincerely,

Sam Mendelsohn

Sam Mendelsohn
Principal - CEO
GREENFIELDS
Outdoor Fitness Equipment
2625 South Orange Ave
Santa Ana, CA 92707
T: 888-315-9037
E: sam@greenfieldsfitness.com

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 25, 2015

Leadex Corporation
Mr. Frank J. Fonseca, P.E. President
2601 S.W. 69th Court
Miami, FL 33155
frank@leadexcorp.com

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	**August 20, 2015 through August 19, 2020**

Dear Mr. Fonseca:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED.** No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. .

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PLAYMORE WEST, INC.
(hereinafter referred to as " VENDOR "),
whose principal place of business is
10271 Deer Run Farms Road, Suite 1
Fort Meyers, FL 33966

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall **commence from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Palm of Beach County Letter of Agreement ("Letter of Agreement"),
Third: Addendum No. 1,
Fourth: ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth: Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in the Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. VENDOR shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this agreement and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Luke Russell, Vice President** **10271 Deer Run Farms Road, Suite 1** **Ft. Meyers, FL 33966**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair for the chair

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

PLAYMORE WEST, INC.

ATTEST:

By _____

_____, Secretary

-or-

Melissa Vega
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27TH day of MAY, 2016 by LUKE RUSSELL of
Name of Person
PLAYMORE WEST, INC., on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

VICKI L. VEGA
MY COMMISSION # FF 917484
EXPIRES: September 21, 2019
Bonded Thru Notary Public Underwriters

(SEAL)

Vicki L. Vega
Signature – Notary Public

VICKI L. VEGA
Printed Name of Notary

FF917484
Notary's Commission No.

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

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RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. SCOPE: The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. DELIVERY: Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. DEMANDSTAR:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following **(valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. **ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:** The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

AA. WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. HOURS OF OPERATION: The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

   Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:
  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
SDPBC Project No.

SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.

B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.

B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.

C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

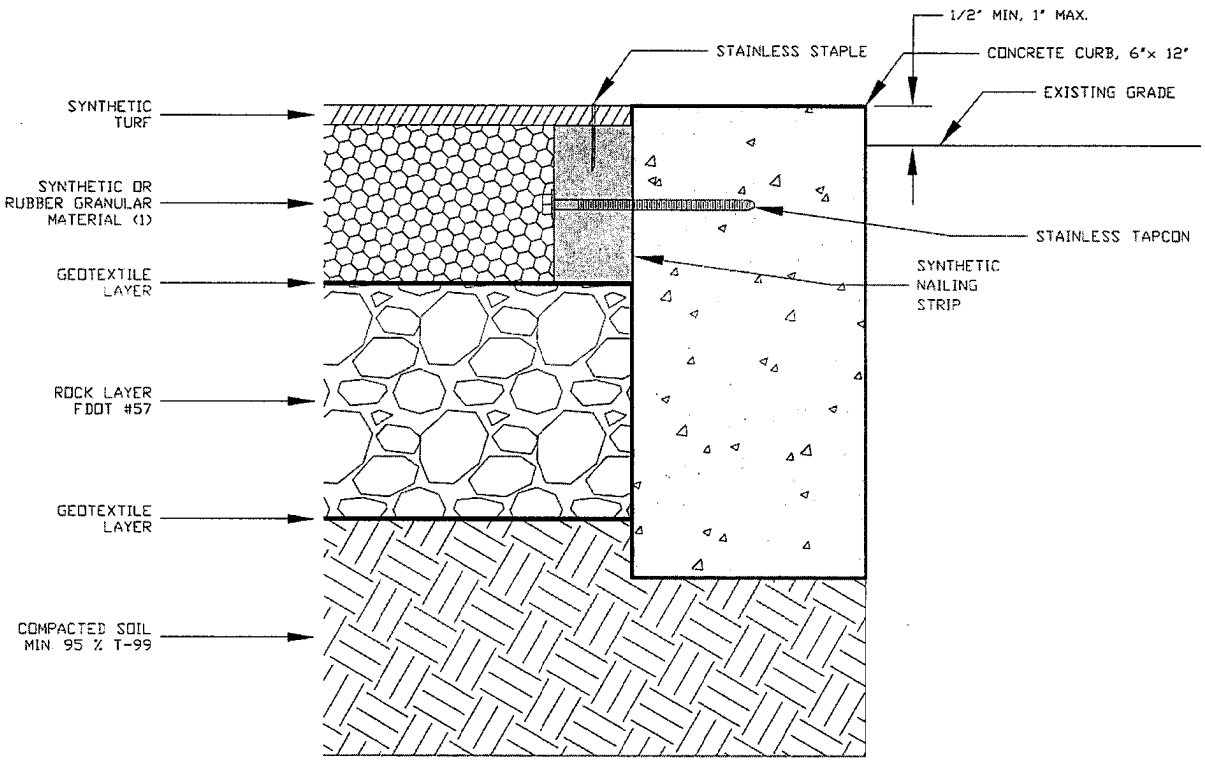
A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

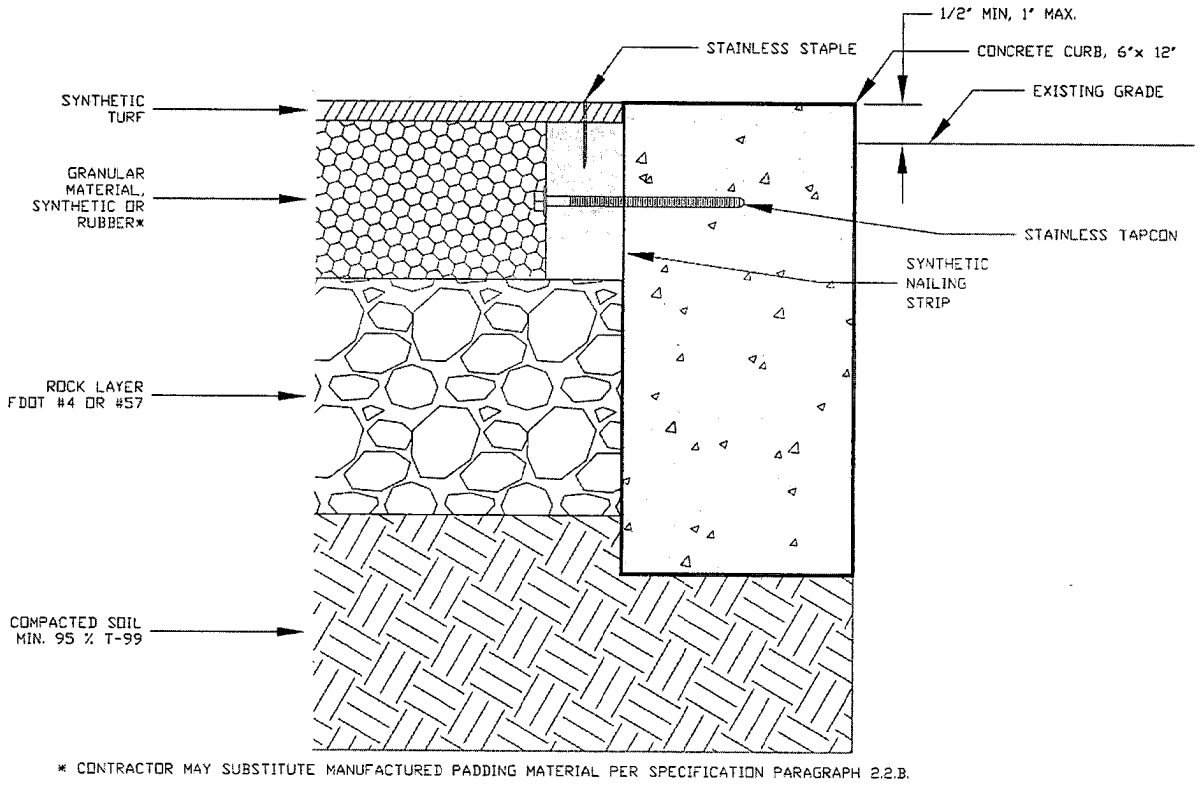
The School District of Palm Beach County
Project Name:
SDPBC Project No.:



(1) CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.4

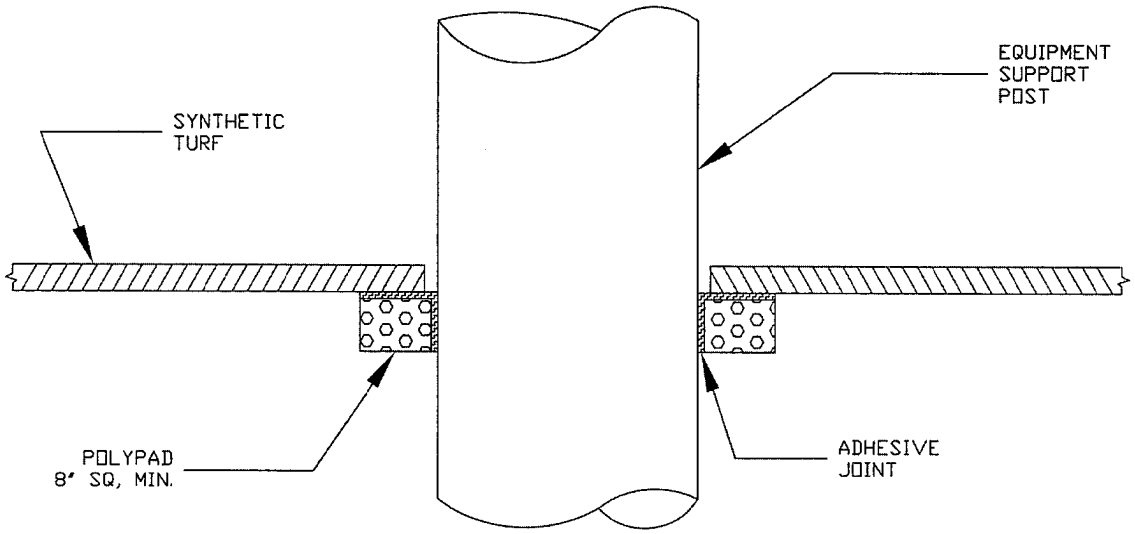
EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



* CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.2.B.

EXHIBIT 1



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __ , who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __ , by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:	
Vendor Mailing Address:	
E-Mail Address:	
Area Code / Telephone Number:	
Toll-Free Telephone Number:	
Fax Number:	
Web Address:	
FEID No. or SS #:	
Delivery	calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required

List Manufacturer:							
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							

5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above	$ _____ per Sq Ft

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	___ **Yes or** ___**No**
	List the Manufacturer:	

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	____ YES	____ NO
Manufacturer:			
Installer if other than self:			
Item 17. **Install Shade Structure**		____ YES	____ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	____ YES	____ NO
Manufacturer:			
Installer if other than self:			
Item 19.	**<u>Install Fitness Trails and Surfacing</u>**	____ YES	____ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.**

(2) **Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.**

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____

VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

PBSD 1525 (Rev. 7/6/2011) ORIGINAL - Office of Diversity in Business Practices

:HOOL DISTRICT OF PALM BEACH COUNTY

:onsultant, Subcontractor & dor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & below will participate in this project for the Contract (Trade) Items and the dollar amounts s

WBE ◯**SBE** **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

:CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must ority firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not

ATTACHMENT A

10)

contractor & n Services	PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICE

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		**Column 2 (MWBE ONLY)**	**Column 3**
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

PBSD 1525 (Rev. 7/6/2011) ORIGINAL - Office of Diversity in Business Practices

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name: PLAYMORE WEST, INC.

Vendor Mailing Address:

10271 DEER RUN FARMS RD., SUITE 1 FT. MYERS, FL 33966

E-Mail Address: info@playmoreonline.com

Area Code / Telephone Number: 239-791-2400

Toll-Free Telephone Number: 888-886-3757

Fax Number: 239-791-2401

Web Address: www.playmoreonline.com

FEID No. or SS #: 65-0984408

Delivery 45 calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid: LUKE RUSSELL

Title of Company Representative: VICE PRESIDENT Date: 5/18/15

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**
PLAYWORLD	10
FITIX	5

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	30

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for installation

in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	SAFETY 1ST PLAYGROUNDS, TOT TURF, XGRASS						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cos Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	14.69	15.30	15.88	16.45	17.08	17.08	19.01
1,000 to 3,000 Sq Ft	12.15	12.74	13.29	13.83	14.63	14.63	16.46
Over 3,000 Sq Ft	11.83	12.43	12.96	13.51	14.11	14.11	15.94
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	Artificial Turf installed on a playground (with fall protection) •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	TOT TURF, XGRASS						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	20.63	20.63	20.63	20.63	21.56	21.56	22.19
1,000 to 3,000 Sq Ft	16.88	16.88	16.88	16.88	17.50	17.50	18.13
Over 3,000 Sq Ft	15.00	15.00	15.00	15.00	15.94	15.94	16.56
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:	TOT TURF, XORASS						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	19.38						
1,000 to 3,000 Sq Ft	15.00						
Over 3,000 Sq Ft	13.13						
5b) Installation of Artificial Turf Without fall protection fee if installation is not included in the prices above						$_____ per Sq Ft	

Item 6.	Engineered Wood Fiber Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	✓Yes or ___No
	List the Manufacturer:	ZIAGER, IRVINE, FORESTRY RESOURCES

Site Preparation:		
• All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid • Provide firm prices for the following line items • Prices must be submitted in the same unit of measure as listed below:		
Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ 3 per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ 70 per cubic yard
Item 9.	Clean Fill Delivered and graded	$ 2 per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	$7.00 per sq. ft.
10a.	4" Wide X 12" Deep for PIP surfacing	$ 20 per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$ 25 per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$ 15 per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ 100 per linear ft.
Item 13.	Provide Utility Locates	$ 1,000 each
Item 14.	Provide signed sealed engineered drawings	$ 750 per job

Additional Site Preparation Items:
Vendors may be required to provide quotations for optional items such as, but not limited to: • removal and/or relocation of existing playground equipment • replacement parts for playground components • tree trimming or removal • excavation/demucking for sites where rock or muck is found • provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	✓ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	✓ YES	___ NO
Manufacturer:	SHADE SYSTEMS		
Installer if other than self:			
Item 17. **Install Shade Structure**		✓ YES	___ NO

Item 18. Provide Fitness Trails (equipment/stations & surfacing)

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	✓ YES	___ NO
Manufacturer:	PLAYWORLD, FITNX		
Installer if other than self:			
Item 19. **Install Fitness Trails and Surfacing**		✓ YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	Fixed Percentage Discount off List Price	Cannot give firm discount but will provide quotes when requested (Mark "Yes")
PLAYWORLD	3	
Delivery Business Days After Receipt of Order (ARO):	30 business days	
Address of facility where parts will be shipped from: 1000 BUFFALO RD., LEWISBURG, PA 17837		

Item 21	Recoat existing PVC playground equipment decks Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to Mark an "X" in the space provided	___ YES

Vendor Name:	PLAYMORE WEST, INC.

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: PLAYMORE WEST, INC.

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: LUKE RUSSELL

Title of Representative: VICE PRESIDENT

Date: 5-18-15

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer: PLAYMORE WEST, INC.

Identify the state in which the Proposer has its principal place of business: FL

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: Luke Russell Signature _____

Company Name: PLAYMORE WEST, INC.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

G P C — 5-15-15

VENDOR'S SIGNATURE — DATE

PLAYMORE WEST, INC

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name PLAYMORE WEST, INC.

Tax FEIN No. 65-0984408

Before me, the undersigned authority, personally appeared, Luke Russell, ("Corporate Representative") this 26 day of MAY, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
RYAN RUSSELL		50%
Luke Russell	13120 IDYLWILD FARM RD. FT. MYERS, FL 33905	50%

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: [signature]

SWORN TO and subscribed before me this 26 day of May, 2015, by Luke Russell Such person(s) (Notary Public must check applicable box).

☒ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

MELISSA VEGA
Notary Public - State of Florida
My Comm. Expires Aug 5, 2015
Commission # EE 85004
Bonded Through National Notary Assn.

[signature]
Notary Public

Melissa Vega
(Print, Type or Stamp Name of Notary Public)

PBSD 1997 (Rev. 02/22/2011)

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	PLAYMORE WEST, INC.
Area Representative:	JASON GRAY
Email Address:	jasong@playmorecanline.com
Cell Phone Number:	954-650-2712
Office Number (With extension)	888-886-3757 X 251

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER: 15C -32 B

VENDOR NAME: PLAYMORE WESTLAKE

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → N/A.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: PLAYMORE WEST, INC.

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	PALM BEACH COUNTY PARKS
Contact Person:	TIM GRANOWITZ
Email:	tgranowi@pbcgov.org
Phone #:	561-966-6651
Type of work (choose from list above)	Provided + installed playground equipment + artificial turf
Date work was completed	3/2013

Reference 2

School District, Governmental Agency or Company:	GALAXY ELEM, PALM BEACH COUNTY SCHOOLS
Contact Person:	STEPHEN FLEMING
Email:	stephen.fleming@palmbeachschools.org
Phone #:	561-722-3045
Type of work (choose from list above)	Provide + install playground equipment & PIP surfacing
Date work was completed	6/2013

Reference 3

School District, Governmental Agency or Company:	CITY OF CORAL SPRINGS
Contact Person:	LOUIS GOLDSTEIN
Email:	LGG@coralsprings.org
Phone #:	954-345-2112
Type of work (choose from list above)	Provide + install playground & wood fiber
Date work was completed	3/2013

Reference 4

School District, Governmental Agency or Company:	CITY OF PLANTATION
Contact Person:	PHIL GOODRICH
Email:	pgoodrich@plantation.org
Phone #:	954-452-2511
Type of work (choose from list above)	provide + install playground
Date work was completed	1/2014

Reference 5

School District, Governmental Agency or Company:	CITY OF KEY COLONY BEACH
Contact Person:	MAYOR RON SUTTON
Email:	Mayor@keycolonybeach.net
Phone #:	305-289-1212
Type of work (choose from list above)	Provide & install playground
Date work was completed	1/2014

This form must be downloaded, completed and uploaded to DemandStar with your bid response

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: ✓

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and* ***save as a single PDF document*** *and re-upload them to DemandStar.*

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ATTACHMENT B

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

RUSSELL, RYAN JAMES
PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
FORT MYERS FL 33966

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1252224 ISSUED: 08/20/2014

CERTIFIED BUILDING CONTRACTOR
RUSSELL, RYAN JAMES
PLAYMORE RECREATIONAL PRODUCTS AND

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408200001350

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC1252224	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

RUSSELL, RYAN JAMES
PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
FORT MYERS FL 33966

DISPLAY AS REQUIRED BY LAW SEQ # L1408200001350

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 25, 2015

Playmore West, Inc.
Mr. Luke Russell, Vice President
10271 Deer Run Farms Road, Suite 1
Ft. Myers, FL 33966
jasong@playmoreonline.com

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	**August 20, 2015 through August 19, 2020**

Dear Mr. Russell:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED**. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. .

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

REP SERVICES, INC.
(hereinafter referred to as " VENDOR "),
whose principal place of business is
581 Technology Park, Suite 1009
Lake Mary, FL 32746

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall **commence from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First:	This Agreement,
Second:	The School District of Palm of Beach County Letter of Agreement ("Letter of Agreement"),
Third:	Addendum No. 1,
Fourth:	ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth:	Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in the Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.02.03 The term "School District's Office of Inspector General" shall be replaced with "School Board's Office of the Chief Auditor" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.03 **Services**. VENDOR shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or

work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this agreement and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**John Thomas Almon II, President** **581 Technology Park, Suite 1009** **Lake Mary, FL 32746**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman for the chair
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

REP SERVICES, INC.

ATTEST:

By John T. Almon II
John T. Almon, II
President

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 2nd day of June, 20 16 by John T. Almon II of
Name of Person
Rep Services, Inc, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: May 8, 2018

_____
Signature – Notary Public

J F Rohrborn
Printed Name of Notary

(SEAL)

#FF121405
Notary's Commission No.

J F ROHRBORN
Notary Public - State of Florida
My Comm. Expires May 8, 2018
Commission # FF 121405

ATTACHMENT A

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. **DEMANDSTAR**:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following **(valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

AA. WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. HOURS OF OPERATION: The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

    A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

    The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

    The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

    The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

   Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:
  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
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SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
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SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

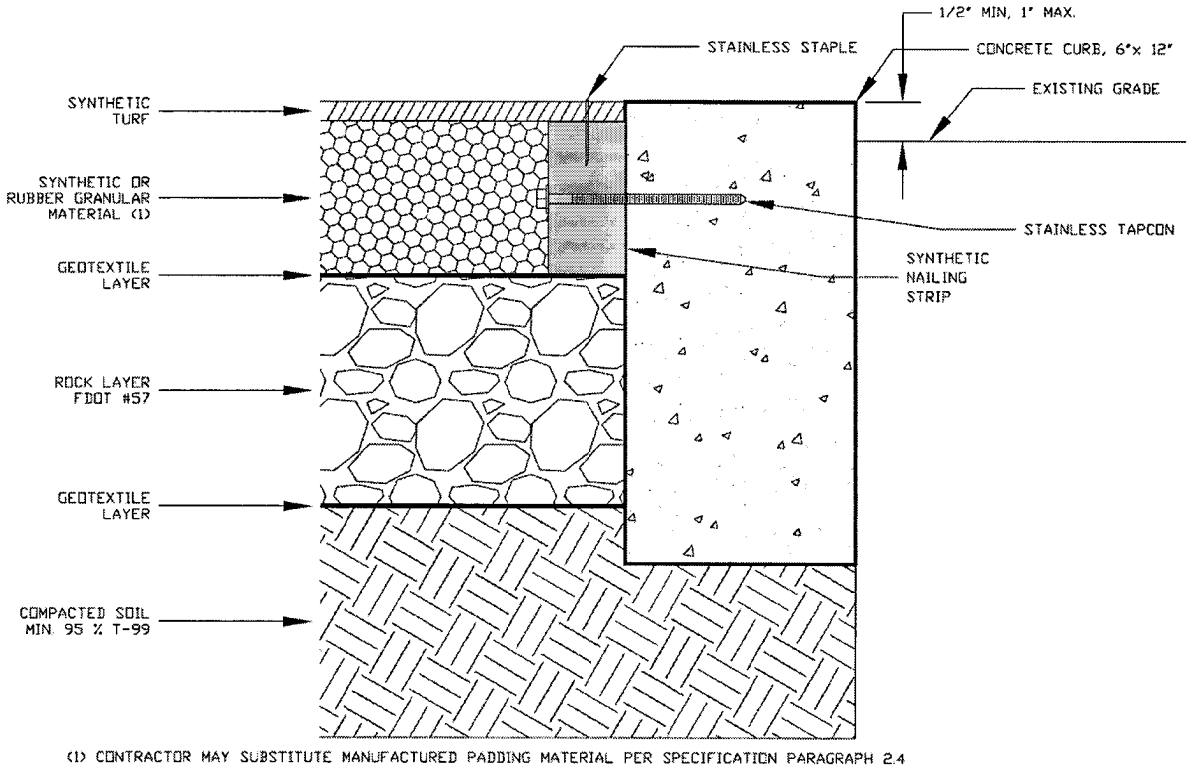


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

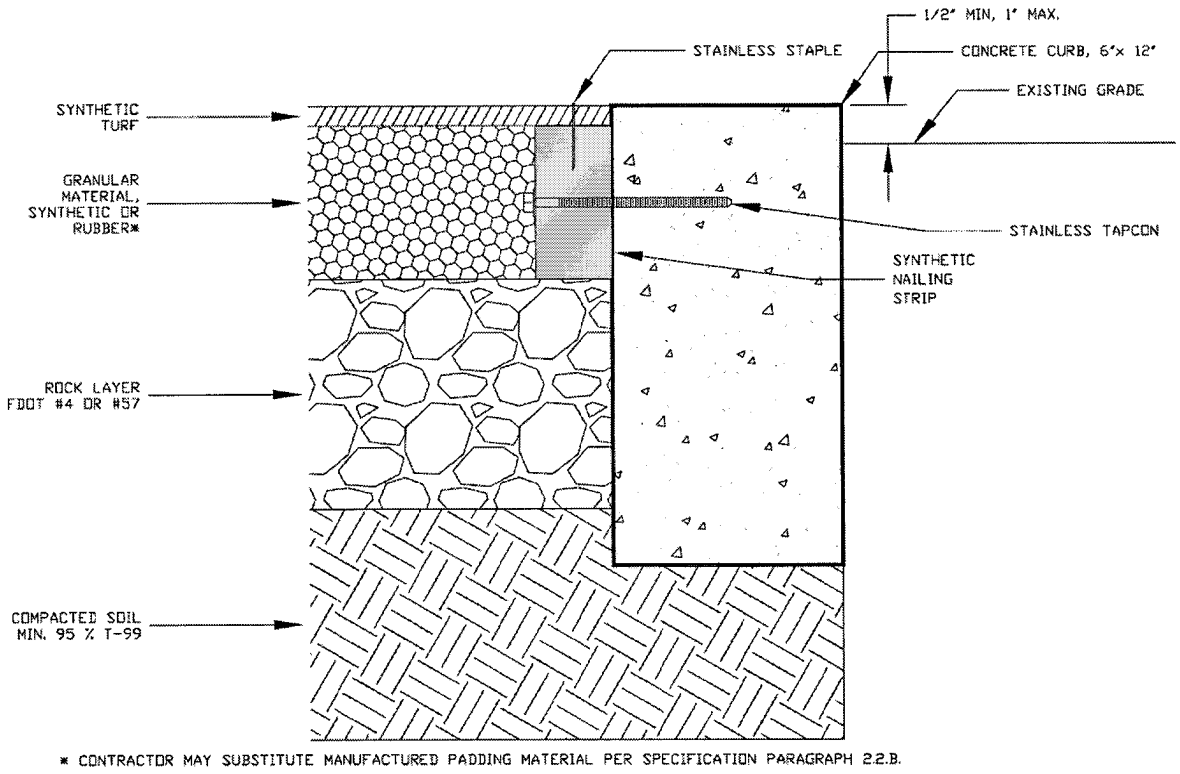
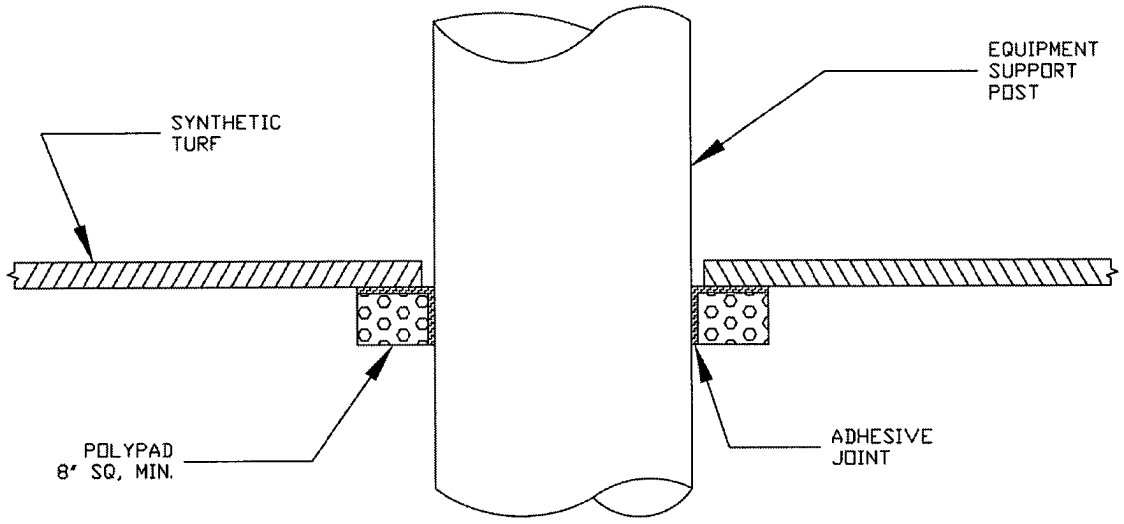


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:
Vendor Mailing Address:
E-Mail Address:
Area Code / Telephone Number:
Toll-Free Telephone Number:
Fax Number:
Web Address:
FEID No. or SS #:
Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:							
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above						$ _____ per Sq Ft	

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	___ **Yes or** ___ **No**
	List the Manufacturer:	

Site Preparation: • All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid • Provide firm prices for the following line items • Prices must be submitted in the same unit of measure as listed below:		
Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:
Vendors may be required to provide quotations for optional items such as, but not limited to: • removal and/or relocation of existing playground equipment • replacement parts for playground components • tree trimming or removal • excavation/demucking for sites where rock or muck is found • provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**<u>Repair, Recap and/or Replace Playground Surfacing</u>** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**<u>Fabric Shade Structures :</u>** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**<u>Provide Shade Structures</u>**	___ YES	___ NO
Manufacturer:			
Installer if other than self:			
Item 17. **<u>Install Shade Structure</u>**		___ YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18 Provide Fitness Trail Equipment	___ YES	___ NO
Manufacturer:		
Installer if other than self:		
Item 19. <u>Install Fitness Trails and Surfacing</u>	___ YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B _____

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____

VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

☐ African American ☐ Native American
☐ Asian American ☐ American
☐ Hispanic American

Column 2 (MWBE ONLY)

☐ Female
☐ Male

Column 3

☐ Physically Impaired

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature ***Date***

PBSD 1525 (Rev. 7/6/2011) ORIGINAL - Office of Diversity in Business Practices

HOOL DISTRICT OF PALM BEACH COUNTY

onsultant, Subcontractor & lor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & below will participate in this project for the Contract (Trade) Items and the dollar amounts s

WBE ◯SBE **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must rity firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not

ATTACHMENT A

10)

contractor & n Services	PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICE

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

○ **Minority/Women Business Enterprise (M/WBE)** ○ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:	Rep Services, Inc.
Vendor Mailing Address:	581 Technology Park, Suite 1009 Lake Mary, FL 32746
E-Mail Address:	kfurman@repservices.com
Area Code / Telephone Number:	407-831-9658
Toll-Free Telephone Number:	N/A
Fax Number:	866-232-8532
Web Address:	www.repservices.com
FEID No. or SS #:	59-2978507
Delivery 20	calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid: John Thomas Almon II

Title of Company Representative: President

Date: 05/21/2015

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**
Playground Manufacture-Landscape Structures	3%
Outdoor Fitness Equipment Manufacture-Landscape Structures	3%

Item 2.	**Installation of Playground and Outdoor Fitness Equipment** No Bid	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	Regal Contractors, Inc. D.W. Recreation Services, Inc.

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	Vitriturf						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	$12.50	$12.50	$12.50	$15.00	$15.00	$16.00	$19.00
1,000 to 3,000 Sq Ft	$12.00	$12.00	$12.00	$12.00	$13.00	$14.00	$15.00
Over 3,000 Sq Ft	$11.00	$11.00	$11.00	$11.00	$12.00	$13.00	$14.00
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	ForeverLawn Extreme Playground Grass						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	$13.00	$13.00	$13.00	$14.00	$14.00	$14.00	$15.00
1,000 to 3,000 Sq Ft	$12.00	$12.00	$12.00	$13.00	$13.00	$13.00	$14.00
Over 3,000 Sq Ft	$12.00	$12.00	$12.00	$13.00	$13.00	$13.00	$14.00
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:	ForeverLawn Extreme Playground Grass						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	$11.00						
1,000 to 3,000 Sq Ft	$10.00						
Over 3,000 Sq Ft	$10.00						
5b) Installation of Artificial Turf Without fall protection fee if installation is not included in the prices above						$ _____ per Sq Ft	

Item 6.	Engineered Wood Fiber Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	X Yes or ___No
	List the Manufacturer:	Irvine Wood Recovery

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	No Fault Sport Group LLC						
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	$11.00	$11.00	$12.00	$12.00	$14.00	$16.00	$19.00
1,000 to 3,000 Sq Ft	$11.00	$11.00	$11.00	$12.00	$13.00	$13.00	$16.00
Over 3,000 Sq Ft	$10.00	$10.00	$11.00	$11.00	$12.00	$13.00	$16.00
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

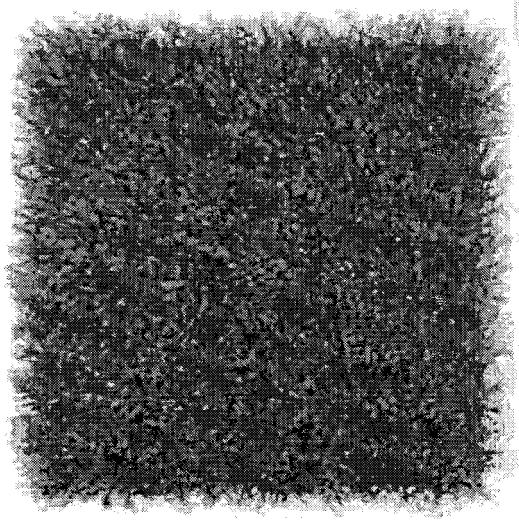
List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

ad 11:23 AM 76%
playgroundgrass.com
Playground...

Playground Grass Extreme Specifications

Please Select A Product

Extreme is the product that started it all. Made up of two types of blades, it incorporates high durability and realism into one quality product. A combination of straight and curled blades help fill the product and reduce infill flyout. Installed as part of our safety system, Playground Grass Extreme is the perfect finish to a great playground.



Components	Specifications
Yarn Type	Dual primaries: Polyethylene slit film XP straight/curled
Yarn Color	Field/line green
Yarn Count	Slit film: 8,040/1
Tufting Construction	Dual primaries, same row
Blade Height	1-1/2"
Tufting Gauge	3/8"
Face Weight	45 ounces
Total Product Weight	110 ounces
Backing	3-layer backing with geotex laminate
Antimicrobial Protection	No
Seaming	Micromechanical bonding
Infill	0.75 pounds of rubber

Considering Foreverlawn for a commercial project? Our premium synthetic grass products are an excellent option, and financing is available.

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ No Bid per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ No Bid per cubic yard
Item 9.	Clean Fill Delivered and graded	$ No Bid per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$ No Bid per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$ No Bid per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$ No Bid per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ No Bid per linear ft.
Item 13.	Provide Utility Locates	$ No Bid each
Item 14.	Provide signed sealed engineered drawings	$ $1,000.00 per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	X YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	X YES	___ NO
Manufacturer:	USA Shade/Landscape Structures		
Installer if other than self:	Regal Contractors, Inc/D.W. Recreation Services, Inc.		
Item 17. **Install Shade Structure**		___ YES	X NO

Item 18. **Provide Fitness Trails (equipment/stations & surfacing)**

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	X YES	___ NO
Manufacturer:	Landscape Structures		
Installer if other than self:	Regal Contractors, Inc./D.W. Recreation Services, Inc.		
Item 19.	**Install Fitness Trails and Surfacing**	___ YES	X NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Playground Equipment-Landscape Structures		Yes
Outdoor Fitness Equipment-Landscape Structures		Yes
Delivery Business Days After Receipt of Order (ARO):	2 business days	
Address of facility where parts will be shipped from: 601 7th Street South Delano, Minnesota 55328		

Item 21	**Recoat existing PVC playground equipment decks** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT B

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: Rep Services, Inc.

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: John Thomas Almon II

Title of Representative: President

Date: 05/21/2015

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer: Rep Services, Inc

Identify the state in which the Proposer has its principal place of business: Florida

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: John Thomas Almon II Signature: John Thomas Almon II

Company Name: Rep Services, Inc.

ATTACHMENT B

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

John Thomas Chairman — 05/21/2015

VENDOR'S SIGNATURE — DATE

Rep Services, Inc

COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 10C-54B Project No./ Title Playground Equipment, Surfacing, Shade Structures & Fitness Trails

Corporate Name Rep Services, Inc.

Tax FEIN No. 592978507

Before me, the undersigned authority, personally appeared, John T. Almon II ("Corporate Representative") this 17 day of February, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
LeDonna H. Almon	305 Allison Ave. Longwood, FL 32750	49
John T. Almon II	305 Allison Ave. Longwood, FL 32750	49

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: John T Almon II

SWORN TO and subscribed before me this 17 day of February, 20 15, by John T Almon II Such person(s) (Notary Public must check applicable box).

☑ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

J F ROHRBORN
Notary Public - State of Florida
My Comm. Expires May 8, 2018
Commission # FF 121405

Notary Public

(Print, Type or Stamp Name of Notary Public)

PBSD 1997 (Rev. 02/02/2011)

ATTACHMENT B

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	Rep Services, Inc.
Area Representative:	Kevin Furman
Email Address:	kfurman@repservices.com
Cell Phone Number:	321-277-4483
Office Number (With extension)	561-333-4451

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____
VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → N/A.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

ATTACHMENT B

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: Rep Services, Inc.

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	Village of Royal Palm Beach
Contact Person:	Lou Recchio
Email:	lrecchio@royalpalmbeach.com
Phone #:	561-790-5124
Type of work (choose from list above)	Provide fabric shade structure Installed fabric shade structure
Date work was completed	01/30/2015

Reference 2

School District, Governmental Agency or Company:	Lee Memorial Health System
Contact Person:	John Croce
Email:	john.croce@leememorial.org
Phone #:	239-343-2000
Type of work (choose from list above)	Provided fitness trail Installed fitness trail
Date work was completed	05/07/2015

Reference 3

School District, Governmental Agency or Company:	City of Pahokee
Contact Person:	Erica Redmon
Email:	eredmon@cityofpahokee.com
Phone #:	561-924-5534
Type of work (choose from list above)	Provided playground equipment Installed playground equipment
Date work was completed	07/21/2014

Reference 4

School District, Governmental Agency or Company:	Indian Trail Improvement District
Contact Person:	Tim Wojnar
Email:	twojnar@indiantrail.com
Phone #:	561-721-4836
Type of work (choose from list above)	Provided playground equipment Installed playground equipment Provided & installed artificial turf
Date work was completed	02/28/2014

Reference 5

School District, Governmental Agency or Company:	City of Boca Raton
Contact Person:	Drew Leganik
Email:	DLeganik@ci.boca-raton.fl.us
Phone #:	561-393-7840
Type of work (choose from list above)	Provided playground equipment Installed playground equipment Provided & installed PIP surfacing
Date work was completed	07/02/2014

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT B

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: X

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 25, 2015

Rep Services, Inc.
Mr. John Thomas Almon II, President
581 Technology Park, Suite 1009
Lake Mary, FL 32746
kfuman@repservices.com

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	**August 20, 2015 through August 19, 2020**

Dear Mr. Almon:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED**. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUPERIOR PARK SYSTEMS, INC.
(hereinafter referred to as " VENDOR "),
whose principal place of business is
1418 Scott Street
Hollywood, FL 33020

WHEREAS, SBBC desires to obtain goods and services of VENDOR to provide playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures; and

WHEREAS, SBBC desires to utilize an existing contract between The School District of Palm Beach County, Florida (the "SDPBC") dated August 19, 2015 and awarded pursuant to ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures as amended per addendum No.: 1, dated May 20, 2015 as permitted by Rule 6A.1.012(6), Florida Administrative Code and School Board Policy; and

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of the ITB for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures by and between the SDPBC and VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall **commence from date of award and conclude on July 31, 2018**. The term of the Agreement may, by mutual agreement, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** The Contract Documents of this Agreement consist of the following documents, in order of priority. In the event of a conflict between the documents, the priority of the documents shall be as follows:

First: This Agreement,
Second: The School District of Palm of Beach County Letter of Agreement ("Letter of Agreement"),
Third: Addendum No. 1,
Fourth: ITB 15C-32B Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures (the "ITB"),
Fifth: Response to the ITB 15C-32B by VENDOR (the "Response to ITB").

2.02.01 The term "The School District of Palm Beach County, Florida" shall be replaced with "The School Board of Broward County, Florida" in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in this Agreement.

2.02.02 All references to policies of The School District of Palm Beach County, Florida shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response, but which are *not* specifically set forth in the Agreement. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services**. Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**, Letter of Agreement and **Attachment A**, ITB 15C-32B. Goods and services may include the purchase and/or installation of playground equipment at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Letter of Agreement, Addendum No. 1, the ITB and the Response.

2.04 **Pricing**. SBBC shall pay VENDOR for goods and services rendered under this Agreement in accordance with VENDOR's response to ITB 15C-32B, **Attachment B** and the terms, conditions, and specification of ITB 15C-32B awarded by the SDPBC to VENDOR, **Attachment C**, Letter of Agreement.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in ITB 15C-32B. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR goods for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of ITB 15C-32B awarded to VENDOR by the SDPBC. **Attachment C**

2.06 **Invoices:** Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309. However, if the Purchase Order relates to the *School Choice Enhancement Program*, invoices shall be mailed to The Office of Facilities and Construction Management, 3775 SW 16th Street, Fort Lauderdale, FL 33312. Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this agreement and expedite the use of material.

A. Purchase Order number
B. Complete description of the items
C. Itemized list prices
D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time

sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	**Superintendent of Schools** **The School Board of Broward County, Florida** **600 Southeast Third Avenue** **Fort Lauderdale, Florida 33301**
With a Copy to:	**Director, Physical Plant Operations** **The School Board of Broward County, Florida** **3810 NW 10th Avenue** **Fort Lauderdale, FL 33309**
To VENDOR:	**Mitch Leitner, President** **1418 Scott Street** **Hollywood, FL 33020**

2.09 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party

shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair for the chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SUPERIOR PARK SYSTEMS, INC.

Mitchell Leitner

ATTEST:

By _____

_____, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 31st day of May, 2016 by Mitchell Leitner (Name of Person) of Superior Park System, Inc (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

_____
Signature – Notary Public

(SEAL) Notary Public State of Florida Caitlin Smith My Commission FF 960626 Expires 03/08/2020

Caitlin Smith
Printed Name of Notary

FF960626
Notary's Commission No.

School District of Palm Beach County FL

Invitation to Bid No.
15C-32B

Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures

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RESPONSES ARE DUE PRIOR TO:

2:00 PM (EST), May 27, 2015

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

15C-32B - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures, as specified herein.

B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

C. **DEMANDSTAR**:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

   If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
   For additional information please go to:
   http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf
7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD:** In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. That installer must respond to this bid. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified installer identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

H. **TERM OF CONTRACT:** The term of this contract shall be from August 20, 2015 through August 19, 2020. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discount percentages and prices shall be firm for the term of this contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide and/or install playground or outdoor fitness equipment, PIP surfacing, artificial turf, fabric shade structures or fitness trails

NOTE: The information requested must include a current contact name, and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following **(valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.** Palm Beach County Local Business Tax Receipt, formerly Occupational License.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: Any questions concerning conditions and specifications must be submitted by email to Karen L. Adducci at Karen.Adducci@palmbeachschools.org no later than 5:00 p.m. EST, on May 15, 2015. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Mrs. Adducci is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 11, 2015, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION:

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Asian and Native American owned

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- $3,000,000 (Three Million dollars) for General Procurement

To verify eligibility of State of Florida M/WBE Certified Vendors: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

Q. **ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:** The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

   In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

   _____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at karen.adducci@palmbeachschools.org

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Y. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

Z. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

AA. WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

BB. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

CC. HOURS OF OPERATION: The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph X
	Yes	Company Financials	Paragraph Y

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** 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. The 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, such as those specified in the Palm Beach County School Board Policy 6.143. The 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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and

against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

   Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

    The MSDS must include the following information:

    A. The chemical name and the common name of the toxic substance.
    B. The hazards or other risks in the use of the toxic substance, including:
        (1) The potential for fire, explosion, corrosively and reactivity;
        (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        (3) The primary routes of entry and symptoms of overexposure.
    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
    D. The emergency procedure for spills, fire, disposal and first aid.
    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall

carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-32B - SPECIFICATIONS

1) General:

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment and fitness trails

- This bid is specifically for the purchase and installation of:
  Playground equipment
  Playground surfacing – including PIP and Artificial Turf
  Outdoor fitness equipment
  Fabric shade structures
  Fitness trails which includes fitness stations and surfacing
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, outdoor fitness equipment and fitness trails
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items
  Bids not meeting this requirement will be rejected
- The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools
  Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several middle schools have outdoor fitness areas
- Bid awarded vendors will be given opportunities to submit proposals for all projects covered under this bid, including playgrounds for both existing school sites and new schools, as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

2) Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through DemandStar) or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, PIP surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:

  School District of Palm Beach County
  Purchasing Department, Attn: Karen L. Adducci
  3300 Forest Hill Boulevard, Suite A-323
  West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

4) Balance of Line:

- The "balance of line" shall include new manufacturer's product line, new products, additional services and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) for compliance with national standards prior to a purchase order being issued.
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

5a) General Design Requirements:

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum

- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

5b) Curbs for Playgrounds:

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

5c) Fencing: (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

5d) Standards: Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)
ADA/ABA Accessibility Guidelines
Consumer Product Safety Commission (CPSC)
International Playground Equipment Manufacturers Association (IPEMA)
District standards where they exceed those guidelines
District Master Specifications - use this link
(http://www.palmbeachschools.org/buildingdepartment/DMS2013pdf.asp)
All state, federal and local safety rules and regulations

5e) Signs:

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- Signs may also be purchased for existing playgrounds

5f) Replacement Parts:

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

6) Installation of Surfacing and Equipment:

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

6a) The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus

- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

6b) Installation crew:

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:
  Supervisor's name and certification
  A list of the crew
  Confirmation that all crew has completed the District background check and has a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property.
- All of the installer's employees shall be clean and appropriately dressed at all times, whether school is in session or not. Shirts shall be worn at all times.
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- At no time shall anyone use student restroom facilities, including when school is not in session.

6c) Sanitary Facilities

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

6d) The Jessica Lunsford Act:

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract
- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

6e) Dumpsters:

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

7) Surfacing: (See Items 3 & 4 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place with the exception of some Pre-K playgrounds where the District may approve artificial turf
- Surfacing must be IPEMA certified and a copy of the certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing and no tiles
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Poured In Place Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- A mandatory 4 inch wide x 12 inch deep concrete perimeter curb is required for poured in place surfacing and a 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications
- All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff
- Product specifications, (M)SDS and samples if requested, must be provided within twenty-four hours of request

7a) Random Testing of Surfacing:

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

7b) Surfacing – Repair, Recap and/or Replace (See Item 15 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 15 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

7c) Artificial turf – where fall protection is Not required: (See Item 5 on Bid Summary Document)

- Projects will be posted on DemandStar and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

8) Fabric Shade Structures (See Item 16 & 17 on Bid Summary)

- When funding is available during the term of this contract, projects for Fabric Shade Structures will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 16 & 17) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid does not include covered walkways, aluminum awnings or shade structures other than fabric

9) Fitness Trails (See Items 18 & 19 on Bid Summary Document)

- When funding is available during the term of this contract, projects for Fitness Trails will be posted on DemandStar as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Items 18 & 19 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to DemandStar by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- Fitness trail equipment shall be appropriate for the age level at the site or school
- Fitness trail equipment shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws
- Signs shall not be made of wood or contain wood components
- The awarded vendor shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws regardless of how the project is funded
- Proposed Fitness Trail packages must be approved and signed off by the District's certified playground safety inspector (CPSI) and the District's Building Department if required, prior to an order being placed
- Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment
- Fitness trails may have different types of ADA surfacing if approved by the District's certified playground safety inspector (CPSI)
- Bidders should submit surfacing spec sheets, test data, etc. with bid or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails
- The District reserves the right to utilize other bids for the purchase and installation of the fitness trail surfacing if it is deemed to be in the best interest of the District

10) Proposals:

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety inspector (CPSI):
  1) Playground Proposal form
  2) A list of components and the price for each as listed in their catalog/price list
  3) 3-Dimensional drawing
     With a 180 degree view showing the type and color of surfacing
     State the grade level on the drawing, under the school's name
     Show the fall/use zone measurements, height of equipment, and ADA access route
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
  4) 2-Dimensional drawing;
     Shall be on 11" X 17" paper with NO font being less than 1/8"
     List the number and name of the playground components meeting ADA requirements for lower and upper level components
     Identify "North" on the drawing
     Include a scale on the drawing
     State the grade level on the drawing, under the school's name
     An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
  5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation
  6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
  7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

11) Process:

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on DemandStar by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through DemandStar as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to DemandStar by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
    - All qualified proposals are reviewed and short-listed to top 3 best meeting the needs of the school
    - The three selected will make oral presentations to school based staff
    - The staff will rank the proposers as first, second and third
    - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
    - Award tabulation will be posted on DemandStar
    - Awarded vendor will prepare five (5) packages and deliver them to the District's facility representative for review to ensure they are complete
    - District's Facility representative will deliver the packages to the Risk Management department for review and signed approval by a District CPSI
    - Within seven (7) days, the CPSI shall approve or request additional information or changes
    - If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised
    - Approved and sign-off packages go to purchasing agent who issues a PO which is notice to begin project
- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative

  The meeting will address:
    - Schedule for deliveries and installation
    - Site access
    - Dumpster requirements
    - Sanitary facilities
    - Permitting if required
    - Vendor will provide supervisor and crew documentation (per requirements listed above)
    - Any other pertinent information

- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act
- District's facility representative verifies the job is complete
- Where required, a District CPSI will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made

- New school construction (including replacement school construction)
  The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager

- If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

12) Post Bid Award Meeting

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

13) Glossary of Terms

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association
MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

The School District of Palm Beach County
Project Name
SDPBC Project No.

SECTION 13 31 00
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
F. FBC - Florida Building Code
G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
   1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
   2. Include in reference list of structure dimensions with install dates and project locations.
B. Provide material samples and color available.
C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

A. The successful bidder shall provide a one-year warranty on all labor and materials.
B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL

A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
C. Engineer the structures to meet or exceed the requirements of the FBC.
D. Design to the following wind speeds:
   1. Frame only Wind load of area installed per current wind map for Risk Category I
   2. Frame w/canopy 90 M.P.H.
E. Material:
   1. All materials shall be structurally sound and appropriate for safe use.
   2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
   3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
   1. Finish the weldments with a zinc-rich galvanized coating.
   2. Minimize or omit field welding in the assembly of the shade products.
H. Posts, Structural Frame Tubing, and Hardware:
   1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
   2. Test material in accordance with ASTM E8.
   3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
   4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
   5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
   6. All fastening hardware shall be stainless steel.
I. Powder-coating Process:
   1. Completely clean and properly, pre-treat all powder-coated parts before coating.
   2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
   3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
   4. Owner shall select color from manufacturer's palette.
J. Design the footings per the FBC for the specified structure.
K. Roofing:
   1. Design structural frames use with shade fabric.
   2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
   3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

2.2 FASTENING SYSTEM

A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
B. Loop and clamp each cable at each end.

C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
D. The fastening device should feature a concealed mechanism.
E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

2.3 FABRIC

A. Shade Fabric:
   1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
   2. Normal Thickness: 0.057 inches
   3. Fabric Mass: Min 337 g/m²
   4. Light Fastness: 7-8 (Blue Wool Scale)
   5. Weather Fastness: 4-5 (Grey Scale Test)
   6. Tear Resistance: Warp 210N Weft 276N
   7. Breaking Force: Warp 786N Weft 1544N
   8. Bursting Pressure: Mean 3125kPa
   9. Bursting Force: Mean 1775N
   10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
B. Flammability:
   1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
   2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

SECTION 32 18 16.13
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
   1. Synthetic turf top surface
   2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
   3. Geotextile layer between the granular material or closed cell foam and the rock layer.
   4. Properly placed rock layer below the synthetic granular material
   5. Geotextile layer between the rock layer and the sub-grade.
   6. Properly prepared soil sub-grade under the rock layer
   7. Concrete containment curb around the system
   8. Synthetic nailing strip around the interior of the curbing
   9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

A. The protective surfacing system shall provide:
   1. Fall protection as required by Federal and State Statues, Standards, Regulations, and reference materials noted herein.
   2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
   3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
      a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
      b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
B. Florida Building Code Section 423, State Requirements for Educational Facilities
C. Florida Building Code -Accessibility
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
   1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

1.4 SUBMITTALS

A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
   1. Standard submittals shall include but not be limited to:
      a. A list of playground equipment components with catalog prices
      b. 3-dimensional playground layout drawing
      c. 2-dimensional playground layout drawing
   2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
      a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
   3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
      a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
      b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

1.5 RELATED DOCUMENTS

A. General provisions of the purchase Contract as provided by others in the District.

1.6 WARRANTY

A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
   1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

1.7 LEED COMPLIANCE

A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
   1. MR Credit 4 – Recycled Content

2. MR Credit 5 – Regional Materials

PART 2 PRODUCTS

2.1 General

A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
C. All manufactured materials shall be completely free of lead or lead compounds.

2.2 SYNTHETIC TURF

A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
   1. Pile weight – 43 oz. / sq. yd
   2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
   3. Yarn count – Primary, 5000/4; Secondary, 4200/8
   4. Pile height (tufted) – 1-3/4 inch (pre-finished)
   5. Color – Verde
   6. Construction – Broadloom tufted, dual yarn, same row
   7. Tufting gauge – 3/8 inch
   8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
   9. Secondary backing – 50 oz/sq yd urethane
   10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
   11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
   12. Finished roll width – 15 feet
   13. Finished roll length – up to 240 feet
   14. Anti-microbial yard – 50% by weight
B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
   1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
      a. The granular product may be produced from used automobile tires.
   2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

2.4 CLOSED CELL POLYURETHANE FOAM PAD

A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
   1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
   2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

2.5 GEOTEXTILE

A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
   1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
   2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
   3. CBR puncture strength (ASTM D6241) – 450 pounds.
   4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
   5. Permittivity (ASTM D4491) – 1.5 sec^{-1}
   6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

2.6 ROCK LAYER

A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
   1. Minimum layer thickness shall be four inches.
   2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

2.7 COMPACTED SUBGRADE

A. The compacted sub-grade density shall be at least 95% of T-99.
   1. The minimum layer thickness shall be six inches.

2.8 CONCRETE CURBING

A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

2.9 SYNTHETIC NAILING STRIP

A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
   1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
      a. Size shall be equal to dimensional 2x4 lumber.
   2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

2.10 FASTENERS

A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
   1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.

a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

PART 3 EXECUTION

3.1 GENERAL

A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

3.2 SEAMS

A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
   1. All seams at equipment supports shall be uniform in appearance.
   2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

3.3 FASTENING

A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
   1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
   1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
   2. The turf edge treatment shall be as specified by the turf manufacturer.
C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

3.4 CONCRETE PLACEMENT

A. Place concrete in accordance with DMS 03 30 00.
   1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
   2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

3.5 PLAY EQUIPMENT FOUNDATIONS

A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
   1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

3.6 PERIODIC INSPECTION

A. Periodic inspection of construction will be provided by the SDPBC at the following points:
   1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
   2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
B. All inspection comments must be resolved and re-inspection may be required.

3.7 SITE RESTORATION

A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
   1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
   2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

3.8 FINAL INSPECTION

A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
   1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
   2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

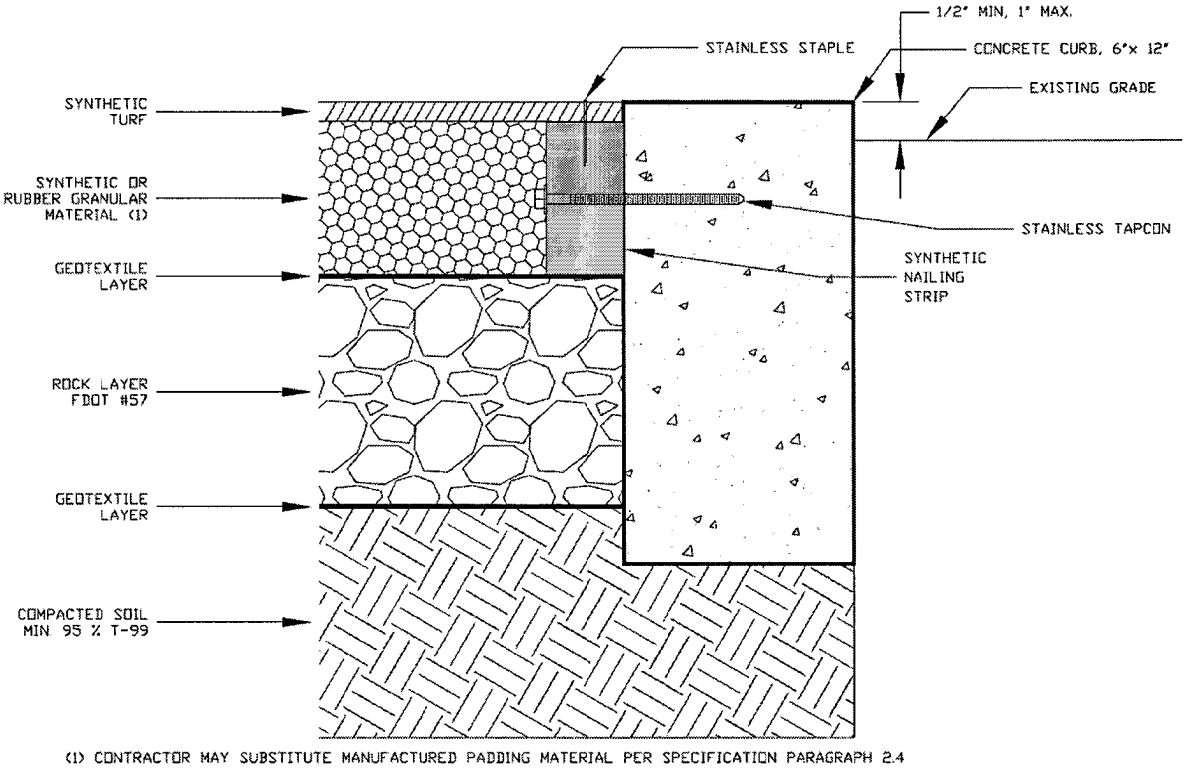


EXHIBIT 1

The School District of Palm Beach County
Project Name:
SDPBC Project No.:

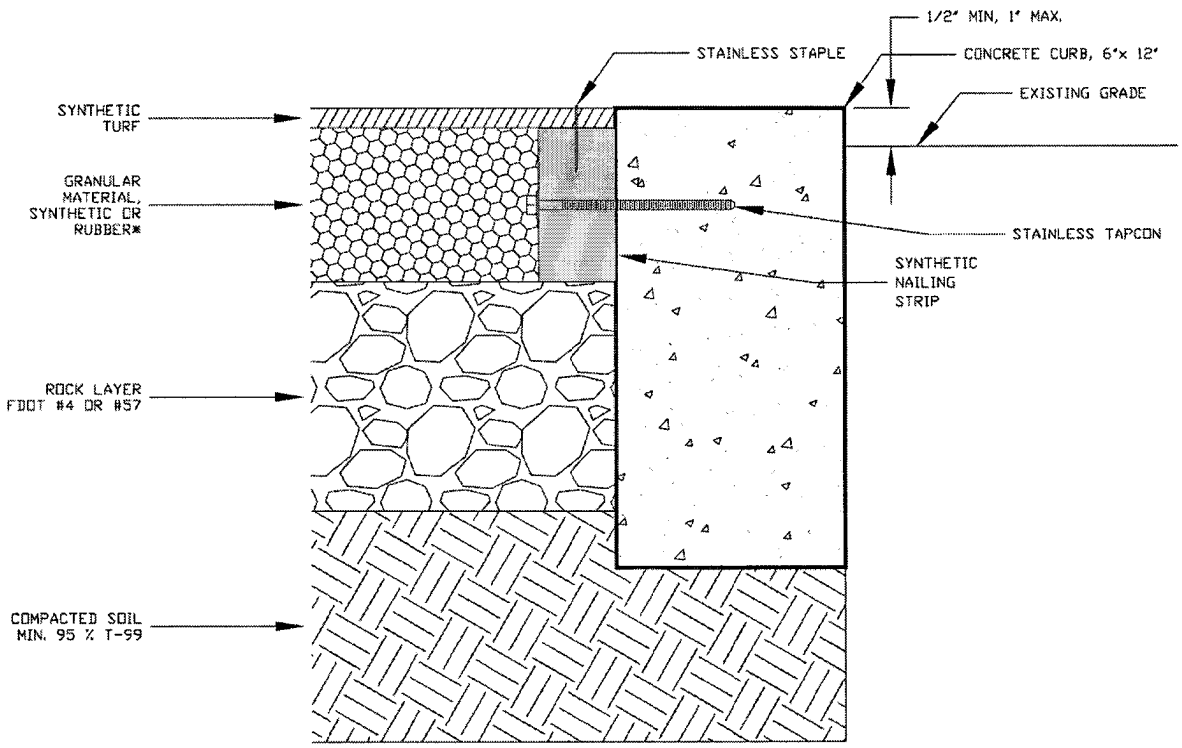
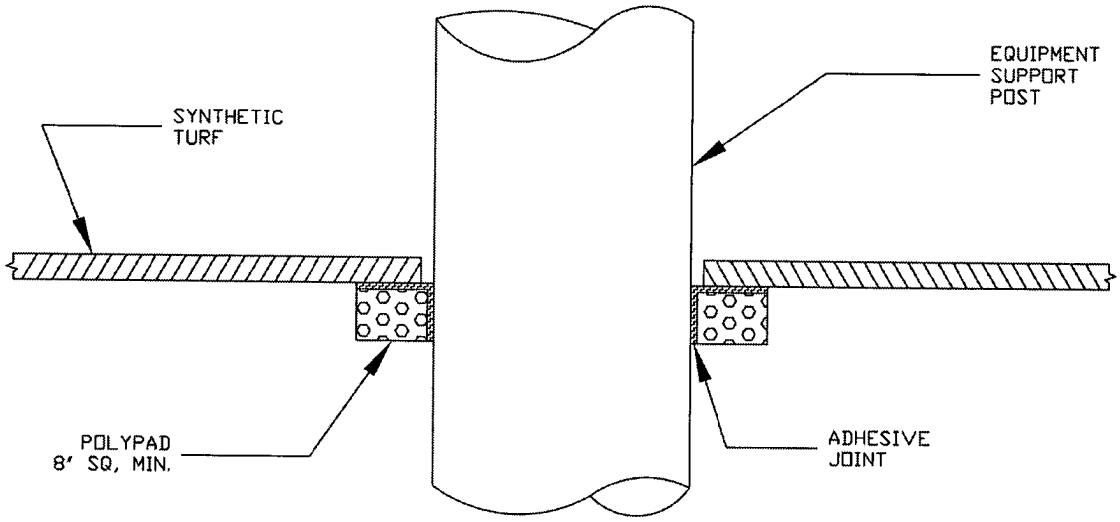


EXHIBIT 1



NOTES:
1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

May 20, 2015

ADDENDUM NO. 1

INVITATION TO BID NO. 15C – 32B

TITLE: **TERM CONTRACT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, FITNESS TRAILS AND FABRIC SHADE STRUCTURES**

RETURN DATE: May 27, 2015 - 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Add to Read:

The Beneficial Interest and Disclosure of Ownership Affidavit was omitted from the original bid packet documents. This document has now been uploaded to Demandstar, please download this document and include in your bid packet submittal.

Morris Simpson, Purchasing Agent

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Print, Type or Stamp Name of Notary Public)

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name:
Vendor Mailing Address:
E-Mail Address:
Area Code / Telephone Number:
Toll-Free Telephone Number:
Fax Number:
Web Address:
FEID No. or SS #:
Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative: Date:

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ _____ per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:							
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above						$ _____ per Sq Ft	

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	___ Yes or ___No
	List the Manufacturer:	

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$_____ per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$_____ per cubic yard
Item 9.	Clean Fill Delivered and graded	$_____ per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$_____ per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$_____ per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$_____ per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$_____ per linear ft.
Item 13.	Provide Utility Locates	$_____ each
Item 14.	Provide signed sealed engineered drawings	$_____ per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	___ YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	___ YES	___ NO
Manufacturer:			
Installer if other than self:			
Item 17. **Install Shade Structure**		___ YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18 Provide Fitness Trail Equipment	____ YES	____ NO
Manufacturer:		
Installer if other than self:		
Item 19. <u>Install Fitness Trails and Surfacing</u>	____ YES	____ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from:		

Item 21	**<u>Recoat existing PVC playground equipment decks</u>** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	___ YES

Vendor Name:	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	
Area Representative:	
Email Address:	
Cell Phone Number:	
Office Number (With extension)	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.**

(2) **Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.**

Organization Name: _____

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER:_____

VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here ➔ _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer:_____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name:_____Signature _____

Company Name: _____

ATTACHMENT A

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name:_____

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 2

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 3

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 4

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

Reference 5

School District, Governmental Agency or Company:	
Contact Person:	
Email:	
Phone #:	
Type of work (choose from list above)	
Date work was completed	

This form must be downloaded, completed and uploaded to DemandStar with your bid response

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE *DATE*

_____

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: _____

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

◯ **Minority/Women Business Enterprise (M/WBE)** ◯ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

☐ African American ☐ Native American
☐ Asian American ☐ American
☐ Hispanic American

Column 2 (MWBE ONLY)

☐ Female
☐ Male

Column 3

☐ Physically Impaired

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

'HOOL DISTRICT OF PALM BEACH COUNTY

:onsultant, Subcontractor &]or Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVI

WBE ◯**SBE** **Check One:** ◯ **Subconsultant** ◯ **Subcontractor** ◯ **Vendor**

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + C**
Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & s below will participate in this project for the Contract (Trade) Items and the dollar amounts s

:CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must ırity firms.

SUBTOTAL (this page only)>

TOTAL SBE/MWBE Services Participation

TOTAL Non-MWBE/SBE Participation

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not

ATTACHMENT A

10)

contractor &
n Services

PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICE

CONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT
				◯Yes ◯No	
				◯Yes ◯No	
				◯Yes ◯No	

ATTACHMENT A

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

◯ **Minority/Women Business Enterprise (M/WBE)** ◯ **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.
Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

☐ Subcontractor ☐ Subconsultant ☐ Manufacturer ☐ Supplier

The undersigned is: ☐ Certified with the School District of Palm Beach County M/WBE Coordinator

☐ Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)		Column 2 (MWBE ONLY)	Column 3
☐ African American	☐ Native American	☐ Female	☐ Physically Impaired
☐ Asian American	☐ American	☐ Male	
☐ Hispanic American			

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated $ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

_____ _____
Signature *Date*

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
15C-32B
Bidder Acknowledgement

Vendor Name: Superior Park Systems, Inc.

Vendor Mailing Address:
1418 Scott Street, Hollywood, FL 33020

E-Mail Address: Mitch@superiorparksystems.com

Area Code / Telephone Number: 954-445-7000

Toll-Free Telephone Number:

Fax Number: 954-921-9663

Web Address:

FEID No. or SS #: 52-2220662

Delivery 30 - 45 **calendar days after receipt of order:**

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid : Mitch Leitner

Title of Company Representative: President Date: 5/26/2015

15C-32B – Bid Summary

Item 1	**Playground Equipment And Outdoor Fitness Equipment** Firm Percentage Discount • Will be deducted from the catalog list prices • Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not • The District will accept a discount of 0%. Freight Charges: • All freight charges are to be prepaid by successful bidders and added to the invoice • The School District will only pay actual freight charges • It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District • Vendor is required to file all claims for damages/shortages etc.

List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent	**Fixed % Percentage Discount off List Price**
Xccent Outdoor Fitness Equipment	0%
Xccent Outdoor Playground Equipment	0%
Recreation Creations Playground & Fitness Equipment	5%
Kidstuff Playsystems Playground Equipment	5%
Kidstuff Playsystems Fitness Equipment	5%

Item 2.	**Installation of Playground and Outdoor Fitness Equipment**	**Fixed Percentage**
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	**75%**

NOTE:
If bidding to only supply Playground and/or Outdoor Fitness Equipment,
• you must list your certified installer below
AND
• Your certified installer must submit a bid for installation
AND
• Your certified installer must be awarded a contract for installation
in order for you to be awarded to provide playground and/or outdoor fitness equipment

Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):	**N/A**

Item 3.	**Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment**
	• Poured In Place (PIP) surfacing must be IPEMA Certified & ADA compliant •Price must be stated per square foot and price must include all materials, adhesives or sub-bases

List Manufacturer:	Southeast Surfacing & Recreation, LLC						
Critical Fall Height	3′	4′	5′	6′	7′	8′	10′
3a)							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cos Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
1,000 to 3,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
Over 3,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
3b) Installation of PIP surfacing charge if it is not included in the prices above						$ N/A per Sq Ft	

Item 4.	**Artificial Turf installed on a playground (with fall protection)** •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.

List Manufacturer:	Forever Lawn, Inc.						
Critical Fall Height	3′	4′	5′	6′	7′	8′	10′
4a) Cost Per Sq Ft							
Size	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**	**Cost Per Sq Ft**
Up to 1,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
1,000 to 3,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
Over 3,000 Sq Ft	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75	$16.75
4b) Installation of Artificial Turf charge if it is not included in the prices above						$ N/A per Sq Ft	

Item 5.	Artificial Turf – Provide and install where fall protection is NOT required						
List Manufacturer:	Forever Lawn, Inc.						
5a) Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95
1,000 to 3,000 Sq Ft	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95
Over 3,000 Sq Ft	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95	$15.95
5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above						$ N/A per Sq Ft	

Item 6.	**Engineered Wood Fiber** Must comply with ASTM and be IPEMA certified Quotes will be requested when needed **Indicate if you can provide (Yes or No)**	X **Yes or** ___**No**
	List the Manufacturer:	Irvine Wood Recovery

Site Preparation:

- All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid
- Provide firm prices for the following line items
- Prices must be submitted in the same unit of measure as listed below:

Item 7.	Dig-out/ Excavation Price must include removal and disposal	$ 2.50 per sq. ft.
Item 8.	Sand, clean & suitable for playgrounds Price must include delivery and placement	$ 40.00 per cubic yard
Item 9.	Clean Fill Delivered and graded	$ 28.60 per sq. ft.
Item 10.	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
10a.	4" Wide X 12" Deep for PIP surfacing	$ 94.00 per sq. ft.
10b.	6" Wide X 12" Deep for artificial turf	$ 72.00 per sq. ft.
Item 11.	Recycled playcurb borders Provide and install	$ 39.00 per linear ft.
Item 12.	Aluminum ADA handrails Provide and install	$ 39.00 per linear ft.
Item 13.	Provide Utility Locates	$ 550.00 each
Item 14.	Provide signed sealed engineered drawings	$ 2995.00 per job

Additional Site Preparation Items:

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

Item 15	**Repair, Recap and/or Replace Playground Surfacing** Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing **Mark an "X" in the space provided**	X YES

Item 16	**Fabric Shade Structures :** This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid ***To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"***		
NOTE: If bidding to only supply Shade Structures • you must list your certified installer below **AND** • Your certified installer must submit a bid for installation **AND** • Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item			
Item 16	**Provide Shade Structures**	X YES	___ NO
Manufacturer:	Shade Systems, Inc.		
Installer if other than self:			
Item 17. **Install Shade Structure**		X YES	___ NO

Item 18. <u>Provide Fitness Trails (equipment/stations & surfacing)</u>

This will establish a pool of pre-qualified vendors to furnish and install Fitness Trails as requested in accordance with the terms, specifications and conditions set forth in this bid and all applicable codes and standards.

To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fitness Trails, you must mark an "X" in the box by "YES"

NOTE:
If bidding to only supply Fitness Trail Equipment/Stations,

- you must list your certified installer below

AND

- Your certified installer must submit a bid for installation

AND

- Your certified installer must be awarded a contract for the installation in order for you to be awarded to provide Fitness Trail Equipment/Stations

Item 18	**Provide Fitness Trail Equipment**	_X_ YES	___ NO
Manufacturer:	Xccent Fitness Equipment, Recreation Creations, and Kidstuff Fitness		
Installer if other than self:			
Item 19. **<u>Install Fitness Trails and Surfacing</u>**		_X_ YES	___ NO

Item 20. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing: List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	**Fixed Percentage Discount off List Price**	**Cannot give firm discount but will provide quotes when requested (Mark "Yes")**
Xccent Playground Equipment	5%	
Xccent Fitness Equipment	5%	
Recreation Creation Fitness Equipment	5%	
Recreation Creation Playground Equipment	5%	
Southeast Surfacing & Recreation - Sealer & All Other Supplies Associated with PIP Rubber	5%	
Delivery Business Days After Receipt of Order (ARO):	30 - 45 business days	
Address of facility where parts will be shipped from: 1418 Scott Street, Hollywood, FL 33020		

Item 21	**Recoat existing PVC playground equipment decks** Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards an codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to **Mark an "X" in the space provided**	X YES

Vendor Name:	Superior Park Systems, Inc.

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 15C-32B- REFERENCES

Vendor Name: Superior Park Systems, Inc.

This information will be used in the evaluation of this bid.

- Complete the information below
- Notify each reference that we will be contacting them by email and their response will be used in evaluating your company
- School District or Governmental agencies are preferred references
- References shall not be for work performed more than 3 years ago
- You may not list the School District of Palm Beach County as more than one reference

State the type of work you did for each reference from this list of options (list all that apply):

Provided playground equipment
Installed playground or outdoor fitness equipment
Provided & installed PIP surfacing
Provided & installed artificial turf
Provided fabric shade structure
Installed fabric shade structure
Provided fitness trails
Installed fitness trails

Reference 1

School District, Governmental Agency or Company:	City of West Park
Contact Person:	Cesar Garcia
Email:	Cgarcia@cityofwestpark.org
Phone #:	954-822-1829
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed artificial turf Provided fabric shade structure Installed fabric shade structure Provided fitness trails Installed fitness trails
Date work was completed	February 2013 - May 2015

Reference 2

School District, Governmental Agency or Company:	City of Lauderhill
Contact Person:	Scott Newton
Email:	Snewton@lauderhill-fl.gov
Phone #:	954-232-8691
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed artificial turf Provided fabric shade structure
Date work was completed	October 2012 - March 2015

Reference 3

School District, Governmental Agency or Company:	City of North Miami
Contact Person:	Derrick Corker
Email:	dcorker@northmiamigl.gov
Phone #:	954-288-5586
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed PIP surfacing Provided & installed artificial turf Provided fabric shade structure Installed fabric shade structure Provided fitness trails Installed fitness trails
Date work was completed	October 2014 - May 2015

Reference 4

School District, Governmental Agency or Company:	City of Homestead
Contact Person:	Dennis Maytan
Email:	dmaytan@cityofhomestead.com
Phone #:	305-216-7533
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed artificial turf Provided fabric shade structure Installed fabric shade structure
Date work was completed	October 2012 - February 2014

Reference 5

School District, Governmental Agency or Company:	City of Weston
Contact Person:	Don Decker
Email:	ddecker@westonfl.org
Phone #:	954-389-4321
Type of work (choose from list above)	Provided playground equipment Installed playground or outdoor fitness equipment Provided & installed PIP surfacing Provided & installed artificial turf Provided fabric shade structure Installed fabric shade structure
Date work was completed	November 2012 - February 2015

This form must be downloaded, completed and uploaded to DemandStar with your bid response

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: Superior Park Systems, Inc.

Solicitation Number or Project Name: Bid 15C-32B

Name of Authorized Representative: Mitch Leitner

Title of Representative: President

Date: 5/26/2015

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

BID NAME/NUMBER: 15C-32B

VENDOR NAME: Superior Park Systems, Inc.

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → N/A.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
◯ 0.5% 10 net 30 *
◯ 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

Bid 15C-32B

* Check here if N/A: N/A

Form **must be submitted** with your bid response to **Demandstar.com**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
http://www.palmbeachschools.org/mwbe/

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification_____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

Vendor	**Estimated Dollar Value**
_____	$_____
_____	$_____
_____	$_____

Reminder: *Download all documents, complete them and **save as a single PDF document** and re-upload them to DemandStar.*

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

5/26/2015
DATE

Superior Park Systems, Inc.
COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Proposer: Superior Park Systems, Inc.

Identify the state in which the Proposer has its principal place of business: Florida

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

_____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

_____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: Mitch Leitner Signature _____

Company Name: Superior Park Systems, Inc.

ATTACHMENT B

Bid 15C-32B

AREA REPRESENTATIVE

Please list the contact for this bid

Vendor Name:	Superior Park Systems, Inc.
Area Representative:	Mitch Leitner
Email Address:	Mitch@superiorparksystems.com
Cell Phone Number:	954-445-7000
Office Number (With extension)	954-920-3352

This form must be downloaded, completed and uploaded to DemandStar with your bid response

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 15C-32B Project No./ Title Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails, and Fabric Shade Structures

Corporate Name Superior Park Systems, Inc.

Tax FEIN No. 52-2220662

Before me, the undersigned authority, personally appeared, Mitch Leitner, ("Corporate Representative") this 26 day of May, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statues to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage
Mitch Leitner	1418 Scott Street, Hollywood, FL 33020	100%

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage
Mitch Leitner	1418 Scott Street, Hollywood, FL 33020	100%

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. None	N/A	N/A
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE

By: Mitch Leitner

SWORN TO and subscribed before me this 27th day of May, 20 15, by Mitch Leitner 135-55-7-67-083-0 Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☑ produced a current driver license(s). ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

Stephanie Verrier

(Print, Type or Stamp Name of Notary Public)

Stephanie Michelle Verrier
COMMISSION # FF194554
EXPIRES: February 1, 2019
WWW.AARONNOTARY.COM

ATTACHMENT B

SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"
"For All of Your Parks and Recreational Needs"

May 26, 2015

Organization Profile

Name of the Organization: Superior Park Systems, Inc.

Address: 1418 Scott Street, Hollywood, FL 33004

Contact: Mitch Leitner, President

E-Mail: Mitch@superiorparksystems.com

Contact Phone: 954-445-7000

Years In Business: 15 Years

Number of Locations: 1 Location

Company Vision Statement: The mission of Superior Park Systems, Inc. is to provide quality play equipment, facilities and services to meet the physical educational and extracurricular activity needs of students at all levels of our public school system at the lowest cost possible and best warranty available.

Succinct History: Superior Park Systems, Inc was formed in March 2000 and has since grown to be one of the largest playground and fitness equipment suppliers for South Florida. We have a diverse portfolio of cities, areas of expertise and knowledge of playground and fitness equipment. Our passion has always been to provide the best possible service and equipment at an affordable price with an outstanding warranty.

Mobile (954) 445-7000 Office (954) 920-3352 Fax (954) 921-9563
1418 Scott St. Hollywood, FL 33020
E-Mail – mitch@superiorparksystems.com

ATTACHMENT B

CITY OF HOLLYWOOD
TREASURY SERVICES DIVISION
LOCAL BUSINESS TAX RECEIPTING
2600 HOLLYWOOD BLVD, ROOM 103
HOLLYWOOD, FL 33020

SUPERIOR PARK SYSTEMS
1418 SCOTT ST
HOLLYWOOD FL 33020

4752 21145

CITY OF HOLLYWOOD LOCAL BUSINESS TAX RECEIPT

PRINT DATE: 9/15/14

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION. PLEASE DO NOT REMIT ANY PAYMENT. **THIS IS NOT A BILL.**

Business Name:	SUPERIOR PARK SYSTEMS
Business Location:	1418 SCOTT ST
Business Class:	OFFICE
Tax Basis:	1 WORKER (OWNER)
Receipt Number:	15 00042291
Receipt Year:	10/01/14
Expiration Date:	09/30/15

NEW CHARGES: (Itemized Below)	61.00
Base Fee	61.00
Additional Charges:	
	.00
	.00

Comments:

TOTAL NEW CHARGES:	61.00
Penalty Amount:	.00
Previous Balance Due:	.00
TOTAL AMOUNT PAID:	61.00

PURSUANT TO STATE LAW, THE LOCAL BUSINESS TAX IS LEVIED ON THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS.

ATTACHMENT C

THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 25, 2015

Superior Park Systems, Inc.
Mr. Mitch Leitner, President
1418 Scott Street
Hollywood, FL 33020
mitch@superiorparksystems.com

Subject:	Letter of Agreement
Bid Number:	15C-32B
Title:	Term Contract for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Fitness Trails and Fabric Shade Structures
Contract Term:	**August 20, 2015 through August 19, 2020**

Dear Mr. Leitner:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the **School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED**. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the playground equipment, outdoor equipment, surfacing, fitness trails and fabric shade structures as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. .

If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent