

## CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Depart	rtment):	
Routing Start Date: 4/28/2025		🔳 Agenda Item 🛛 Non-Agenda
Charter Ofc: Office of City Attorney Router Name	Stephanie Souza	Ext: 5001
Department: Finance - Procurement Router Name	Shamori Aldridge	Ext: 6238
Commission Mtg. Date: 4/1/2025		Item #:
Document Title:		
Motion Approving a Piggyback Agreement with Various Equipment and Amenities for Parks and		
CAM attached:  Yes  No Action Summary	attached:  Yes  No CI	P FUNDED: 🗆 YES 🔳 NO
Capital Investment / Community Improvement Project defined improvements to real property (land, buildings, or fixtures) that add Term "real property" include land, real estate, realty or real.		
2) CITY ATTORNEY OFFICE (CAO): Docu	ments to be signed/route	d? 🔳 Yes 🗆 No
Is the attached Granicus document Final?	Yes DNo Number of or	iginals attached: 1
Attorney's Name: Patricia SaintVil-Joseph	Approved as to Form	:  Yes  No Initials:
Continue Routing To: FIN (if applicable) Date	and th	nen to CCO Date:

				-
3) CITY CLERK OFFICE (CCO):	Clerk Initials:	1	# of originals: WAY	

Routed	to	Dept/Charter	O	fc.:	
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4) CITY MANAGER OFFICE (CMO): Received From:	0 D	Date:	29	CMO LOG #	A
		11			

TO ACM/AcACM: S. Grant	$\Box$ A. Fajardo	$\Box$ B. Rogers, $\Box$ C.	Cooper $\Box L$ .	Reece Date:	T	30	12
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/ V				
ACM/AcACM Initials:	for continuou	us routing to Ma	anager/Executive Director Rick	elle Williams.
CMO Log Out & Forward	d to CCO, Date:	2005	, for continuous routing to the	ne Mayor.

#### 5) MAYOR/CRA CHAIRMAN:

Comments/Questions

Date Received:

ACA

Date to CCO:\_

Date:

04

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO	NS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:					
Dept .: Finanace - Procurement ,	*Name: Shamori Aldridge	Contact # (954)828-6238				
*Please scan the record copy to	the City Clerk once review and sign at the la	st level of government (Federal, State, County) is complete.				
Scan Date:	Attach certified Resolution #	🗌 Yes 🗏 No Original form route to CAO				

Page 1 of 1

Form Approved by: Department or Division Director Uncontrolled in hard copy unless otherwise marked



details			
File #:	250320 Version: 1		
Type:	MOTION		
Title:	Motion Approving a Pig - \$6,000,000 - (Commis	gyback Agreement with Rep Se sion Districts 1, 2, 3 and 4)	rvices, Inc. Utilizing the Clay County Agreement for Various Equipment and Amenities for Parks and Recreation
Mover:	Ben Sorensen	Seconder:	Steven Glassman
Result:	Pass		
Agenda note:			
Minutes note:			
Action:	APPROVED		
Action text:	APPROVED		
votes (5:0)			
5 records Group	Export		
Person Name			Vote
Steven Glassman			Yea
Pam Beasley-Pittman			Yea
John C. Herbst			Yea
Dean J. Trantalis			Yea
Ben Sorensen			Yea



CITY OF FORT LAUDERDALE City Commission Agenda Memo REGULAR MEETING

#25-0320

- TO: Honorable Mayor & Members of the Fort Lauderdale City Commission
- **FROM**: Susan Grant, Acting City Manager
- **DATE**: April 1, 2025
- TITLE:Motion Approving a Piggyback Agreement with Rep Services, Inc. Utilizing<br/>the Clay County Agreement for Various Equipment and Amenities for Parks<br/>and Recreation \$6,000,000 (Commission Districts 1, 2, 3 and 4)

## **Recommendation**

Staff recommend the City Commission approve a piggyback agreement with Rep Services, Inc. to purchase Various Equipment and Amenities for Parks and Recreation, in substantially the form attached, with price and terms set forth in an agreement between Rep Services, Inc. and Clay County, Contract No. 2023/2024-284, and running coterminous with the Clay County Agreement through the initial three (3) year term ending July 23, 2027, in the aggregate amount of \$6,000,000, and authorize the City Manager to approve two (2) additional one-year renewal options, provided said contract extensions are approved by Clay County and contingent upon appropriation of City funds.

#### Background

On March 12, 2019, a bond referendum was approved to issue General Obligation (GO) Bonds, in an amount not to exceed \$200,000,000, to finance the acquisition, construction, renovation and improvement of various parks and recreational facilities. On January 7, 2020, the City Commission approved the first issuance of \$80,000,000 in GO Bonds, Series 2020A (Resolution No. 20-08). On March 8, 2023, the second issuance of \$60,000,000 Series 2020A Bonds (Resolutions No. 23-52) was approved by the City Commission to continue funding the cost of development, design, acquisition, construction, equipping, installation, improvement and furnishing of certain Parks and Recreation Projects.

Most of the Parks and Recreation projects expected to be financed with the Series 2020A Bonds include playgrounds and outdoor amenities improvements as a part of their scope of work. City staff have identified the Clay County Contract No. 2023/2024-284 with Rep Services, Inc. to purchase and install artificial turf, surfacing, shade structures, playground equipment, pavilion and other field equipment as necessary and needed.

Pursuant to Section 2-181(f)(5)(b), Code of Ordinances of the City of Fort Lauderdale, Florida, the City may purchase from (piggyback) a contract entered into by another 04/01/2025 Page 1 of 3 CAM #25-0320 governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of procurement.

The Chief Procurement Officer has determined that it would be practicable and advantageous for the City to use this method of procurement for this proposed agreement and will be entered into and utilized in accordance with Clay County Contract No. 2023/2024-284 to provide Various Equipment and Amenities for Parks and Recreations from Rep Services, Inc.

#### **Resource Impact**

Funds for this purchase in the amount of \$6,000,000 are available in the FY 2025 - FY 2029 Community Investment Plan (CIP) in the accounts listed below.

Funds available as of March 21, 2025						
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT	
10-353-6999-572-60- 6599-P12663	Mills Pond Park Improvement Project	Capital Outlay / Construction	\$5,334,500	\$1,668,398.80	\$475,000	
10-353-6999-572-60- 6599-P12651	Hardy Park Improvement Project	Capital Outlay / Construction	\$2,585,000	\$484,429.20	\$375,000	
10-353-6999-572-60- 6599P12684	Osswald Park Improvement Project	Capital Outlay / Construction	\$2,984,000	\$1,634,171.35	\$525,000	
10-353-6999-572-60- 6599-P12682	Croissant Park Improvement Project	Capital Outlay / Construction	\$2,620,000	\$1,810,842.88	\$525,000	
10-353-6999-572-60- 6599-P12777	*Sunrise Middle School Park Improvement Project	Capital Outlay / Construction	\$1,725,000	\$771,316.11	\$525,000	
10-353-6999-572-60- 6599-P12679	Victoria Park Improvement Project	Capital Outlay / Construction	\$205,000	\$205,000.00	\$75,000	
10-353-6999-572-60- 6599-P12633	Holiday Park Improvement Project	Capital Outlay / Construction	\$20,950,000	\$1,968,024.47	\$355,000	
10-353-6999-572-60- 6599-P12632	Joseph Carter Park Improvement Project	Capital Outlay / Construction	\$20,151,000	\$18,296,132.17	\$150,000	
10-353-6999-572-60- 6599-P12760	Lauderdale Manors Park Improvement Project	Capital Outlay / Construction	\$1,856,000	\$1,856,000.00	\$450,000	
	**Phase 3 Park Improvement Projects	Capital Outlay / Construction			\$2,545,000	
			TOTAL A	MOUNT ►	\$6,000,000	

\*\$344,288.00 of funds are encumbered towards this project via requisition 18454 which is added to the available balance.

\*\*This line represents parks within the Bond Master Plan but not yet awarded nor funded until the last \$60M bond disbursement named phase 3.

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## Strategic Connections

This item is a FY 2025 *Commission Priority*, advancing the Public Places and Community initiatives.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

• The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Places Area
- Parks, Recreation, and Open Space Element
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our City.

## **Attachments**

Exhibit 1 – Resolution No. 20-08 Exhibit 2 – Resolution No. 23-52 Exhibit 3 – Clay County Executed Contract No. 2023/2024-284 Exhibit 4 – Agreement

Prepared by:	Glenn Marcos, Chief Procurement Officer, Finance Alex Torres, Senior Project Manager, Parks and Recreation Yesenia Pascual, Senior Procurement Specialist, Finance Shamori Aldridge, Senior Administrative Assistant, Finance
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Department Directors: Carl Williams, Parks and Recreation Linda Short, Finance

## AGREEMENT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION BETWEEN THE CITY OF FORT LAUDERDALE AND REP SERVICES, INC.

THIS AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2025, by and between the **City of Fort Lauderdale**, a Florida municipality, ("City"), with its address located at 101 Northeast 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and **REP Services, Inc.**, a Florida profit corporation, ("Contractor") with its principal address located at 165 W. Jessup Avenue, Longwood, Florida 32750-4146, Email: 407-831-9658, Phone: wendy@repservices.com.

WHEREAS, the City and the Contractor wish to enter into an Agreement to purchase VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION in accordance with the price and terms set forth in the Contractor's price list for Clay County Contract No. 2023/2024-284, with an effective date of July 24, 2024, attached and incorporated hereto as if fully stated herein ("Clay County Agreement").

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor covenant and agree as follows:

- 1. This Agreement shall commence on <u>M</u>(<u>M</u>, 2025, and shall run coterminous with the Clay County Agreement, with an expiration date of July 23, 2027, including any extension of the Clay County Agreement.
- 2. Except with regards to the bidding process, the term "County," "Clay County," "Clay County, Florida," or "Purchaser," as set forth in the Clay County Agreement, where context permits, shall mean the City of Fort Lauderdale.
- 3. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.
  - If to Contractor: Nathan H. Almon, President 3912 Harbour Drive Orlando, FL 32806 Phone: 407-831-9658 Email: Nathan@repservices.com

#### If to City: Rickelle Williams, City Manager City of Fort Lauderdale

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101 NE 3rd Avenue, Suite 2100 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence, Interim City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, Florida 33301

- 4. The City's Insurance Requirements and City of Fort Lauderdale General Terms and for Piggyback, Cooperative, and Bidding-Exempt Contracts are attached hereto and incorporated herein as Exhibit "A".
- 5. The Clay County Solicitation, Bid No.: 23/24-074, and the Contractor's Proposal, dated June 13, 2024, are attached hereto and are incorporated in this Agreement as composite Exhibit "B".
- 6. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
  - A. First, specific direction from the City Manager for the City of Fort Lauderdale (or designee).
  - B. Second, this Agreement for the purchase of VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION between the City and Contractor.
  - C. Third, the City's Insurance Requirements and the City of Fort Lauderdale General Terms for Piggyback, Cooperative, and Bidding-Exempt Contracts.
  - D. Fourth, the Clay County Agreement.
- 7. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

# [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

# <u>CITY</u>

**City of Fort Lauderdale**, a Florida municipal corporation.

By: Rickelle Williams, City Manager Date: ATTEST: By David R. Soloman, C Approved as to Legal Form and Correctness: D'Wayne M. Spence, Interim City Attorney

Patricia SaintVil-Joseph Assistant City Attorney

By:

# CONTRACTOR

WITNESSES:

REP Services, Inc., a Florida profit corporation

Valen e Verdara

Signature

SMITH 501 **Print Name** 

STATE OF FLOY COUNTY OF

By: Nathan H. Almon, President



The foregoing instrument was acknowledged before me by means of physical presence or  $\Box$  online notarization, this <u>3</u> day of <u>April</u>, 2025, by Nathan H. Almon as President for REP Services, Inc., a Florida profit corporation.



(Signature of Notary Public - State of Florida)

Wendy L Boweman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known <u>>>></u> OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_



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## BOND AND INSURANCE REQUIREMENTS

<u>Performance Bond:</u> Contractor shall execute and record in the Public Records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price guaranteeing to City the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or subcontractors employment pursuant to the Project. The Payment and Performance Bond shall be with a surety insurer authorized to do business in the state of Florida as surety ("Bond"), in accordance with Sec. 255.05, Florida Statutes (2024), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. The performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the Agreement term for close out.

Insurance: As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

## Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

## **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

## **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

## Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale c/o Procurement Division 401 SE 21<sup>st</sup> Street Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] [GENERAL CONDITIONS FOLLOW]

## CITY OF FORT LAUDERDALE GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

## PART I CONDITIONS:

1.01 DELIVERY: Time will be of the essence for any orders placed. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this Agreement.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa. WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## 1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent agreement.

## 1.06 SCRUTINIZED COMPANIES

Prohibition Against Contracting With Scrutinized Companies: Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been

placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

## 1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

## Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

## PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both Parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the

City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in termination of the Agreement for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any agreement during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as

officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City

Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this Agreement. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any agreement for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

- 1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187").
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 UNUSUAL CIRCUMSTANCES: If during the term of the Agreement where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the

Agreement occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- 1. The Agreement can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
- 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the Agreement term then in effect.
- 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the Agreement to relieve Contractor of a legitimate obligation under the Agreement, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into an agreement with the City.

4.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.19 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

## 4.20 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, 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 for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.

- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.21 WARRANTIES OF USAGE: Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

## 4.22 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement

under Section448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

#### 4.23 ANTI-HUMAN TRAFFICKING:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with and affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

#### 4.24 FOREIGN COUNTRIES OF CONCERN:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

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# INVITATION FOR BID

# 23/24-074

# VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024 LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO: https://secure.procurenow.com/portal/claycounty

# 1. Scope of Work

# 1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

## 1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

#### **Responsibility:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

#### 1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- 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.
- Names of any and all subcontractors on the project. It is understood the bidder remains
  responsible for project completion and acceptance by the County. The County reserves the
  right to reject any quotation in response to a Request for Quotation if said quotation names a
  subcontractor who has, in the sole opinion of the County, 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 a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

# 1.4. Administrative Fee (Piggybacking)

**Cooperative Contract:** The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

# 1.5. <u>Qualification of Installers</u>

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

# 1.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

**SALES PROMOTION/PRICE REDUCTION:** It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

## 1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the: American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the: US Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 (301) 504-7923

C. National Playground Safety Institute (NPSI) - identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the: National Recreation and Park Association 22377 Belmont Ridge Road Ashburn, VA 20148-4150 (703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

# 1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

## 1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

# 1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

## 1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

**Clay County Building Department** 

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

## 1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

# 1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.

2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

# 1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

# 1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

# 1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

# 1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

# 1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

# 1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

# 1.20. <u>Term</u>

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

# 1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

# 1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

## 1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

#### Example Request for Quotation Various Equipment and Amenities for Parks and Playgrounds

Description of Project:\_\_\_\_\_

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price
_					
				· · · · · · · · · · · · · · · · · · ·	
		-			

\*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

\_\_\_\_\_

Total: <u>\$\_\_\_\_\_</u>

List any Subcontractors:

- 1. Name
- 2. Address
- 3. Telephone Number
- 4. Contact Name
- 5. Designated Work
- 6. Subcontractor Cost

# ATTACHMENT B PROPOSAL

Clay County



Purchasing / Administrative and Contractual Services

477 Houston Street, Green Cove Springs, FL 32043

# **RESPONSE DOCUMENT REPORT**

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

# CONTACT INFORMATION

Company: Rep Services, Inc.

Email: sales@repservices.com

Contact: Nathan Almon

Address: 165 West Jessup Ave Longwood, FL 32750-4146

Phone: (407) 831-9658

Website: https://repservices.com/

Submission Date: Jun 11, 2024 2:33 PM
Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided Provide Liak Below, if speing to being cetalog in, please enter "Physical Cetalog"	MSRP List Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog- with_imprint?fr= xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Sheiters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repservi ces/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repservi ces/docs/_2024- aquatixcatalog- with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repservi ces/docs/_2024_dumor_ catalog?fr= xKAE9_zU1NQ	Physical List

C.	listribulor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Oaline Catalog Provided Provide Lluk Below, (I opting to bring cetalog in, please enter "Physical Catalog"	MSRP List Provide Link Below, V opting to bring MSRP List in, please enter "Physical List"
Rep Se	ervices, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr= sYzhjNjQ1MTc3MQ	Physical List
Rep S	ervices, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repservi ces/docs/_2024_product_ catalog?fr= xKAE9_zU1NQ	Physical List
Rep S	ervices, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep S	ervices, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repservi ces/docs/_nfs_catalog- 2022	Physical List
Rep S	ervices, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repserv ices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufactur <del>er</del>	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Oaline Catalog Provided Provide Liak Below, if spiing to bring catalog in, please enter "Physical Catalog"	MSRP List Provide Link Below, (Foplag to bring MSRP List In, please enter "Physical List"
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EC	<b>DUIPMENT INSTALLERS:</b>

Business Name: Johnny Pitts Construction, Inc.
4124 Pace Ln, Milton, FL 32571
Phone Number: 850-232-1615
Contact Name: Johnny Pitts
Business Name: D.W. Recreation Services, Inc.
9951 Equus Circle, Boyton Beach, FL 33472 Address:
Phone Number: 561-289-7658
Contact Name: Donald West
Business Name: Al Bosgraaf & Sons, Inc.
240 Rebel Run, Osteen, fL 32764 Address:
Phone Number: $407-402-8497$
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

# 2023-2024-284 Various Equipment and Amenities for Parks Agreement - Rep Services

**Final Audit Report** 

2024-09-17

Created:	2024-09-15	
By:	Lisa Osha (Lisa.Osha@claycountygov.com)	
Status:	Signed	
Transaction ID:	CBJCHBCAABAA8bGVBJxr7eNYL7ekpP4stCZXiahvP_zi	

# "2023-2024-284 Various Equipment and Amenities for Parks Agr eement - Rep Services" History

- Document created by Lisa Osha (Lisa.Osha@claycountygov.com) 2024-09-15 - 10:18:53 PM GMT
- Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature 2024-09-16 12:42:14 PM GMT
- Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com) 2024-09-16 - 2:19:52 PM GMT
- Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com) Signature Date: 2024-09-16 - 2:22:36 PM GMT - Time Source: server
- Document emailed to sales@repservices.com for signature 2024-09-16 - 2:22:39 PM GMT
- Email viewed by sales@repservices.com 2024-09-16 - 2:23:18 PM GMT
- Signer sales@repservices.com entered name at signing as Bill Geary 2024-09-17 12:30:53 PM GMT
- Document e-signed by Bill Geary (sales@repservices.com) Signature Date: 2024-09-17 - 12:30:55 PM GMT - Time Source: server
- Agreement completed. 2024-09-17 - 12:30:55 PM GMT





# **BID RECOMMENDATION FORM**

#### TITLE:

Bid No. 23/24-074, Various Equipment & Amenities for Parks & Recreation

DATE OF RECOMMENDATION:

7/15/2024

BIDDER	<b>BID TOTAL</b>	BIDDER	<b>BID TOTAL</b>
360 Recreation, LLC	TBD	Playmore West, Inc.	TBD
Advanced Recreational Concepts	TBD	Playspace Services	TBD
Bliss Products & Services, Inc.	TBD	RCP Shelters	TBD
Greenfields Outdoor Fitness, Inc.	TBD	Regal Contractors, Inc.	TBD
iVisual	TBD	REP Services, Inc.	TBD
Industrial Shadeports, Inc.	TBD	Rosette Equipment Co.	TBD
Kompan Playgrounds	TBD	Shade Systems, Inc.	TBD
Lanier Plans dba KorKat	TBD	Top Line Recreation, Inc.	TBD
M Gay Constructors, Inc.	TBD		
Miracle Recreation	TBD		
Musco Sports Lighting, LLC	TBD		
Nevco Sports, LLC	TBD		
NSP Park Services	TBD		
Outdoorlink, Inc.	TBD		
PlayCore Wisconsin dba GameTime	TBD		

FUNDING SOURCE: Parks and Recreation - Various

## **RECOMMENDATION:**

Upon review of Bid Submittals, it is in the County's best interest to accept all Bids received and award to the Suppliers listed above as they meet the applicable criteria listed in the RFB

If only one Bid is received, state reason why accepted and not rebidding:

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Justin Pierce/Director of Parks and Recreation

SIGNATURE: Justin Pierce

Digitally signed by Justin Pierce Date: 2024.07.15 15:19:56 -04'00'

#### **BID TABULATION FORM**

RFB:	23/24-074	Date:	June 14, 2024
Proj:	Various Equipment and Amenities for Parks and Recreation	Time Open:	<u>9:05 AM</u>
Ad:	Clay Today, May 16, 2024	Time Close:	<u>9:19 AM</u>

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

# Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Addendum	Bid Total
1	360 Recreation LLC	Yes	To Be Determined
2	Advanced Recreational Concepts	Yes	To Be Determined
3	Bliss Products & Services, Inc.	Yes	To Be Determined
4	Greenfields Outdoor Fitness, Inc.	Yes	To Be Determined
5	Industrial Shadeports, Inc.	Yes	To Be Determined
6	Kompan Playgrounds	Yes	To Be Determined
7	Lanier Plans Inc. d/b/a KorKat	Yes	To Be Determined
8	M Gay Constructors, Inc.	Yes	To Bc Determined
9	Musco Sports Lighting	Yes	To Be Determined
10	NSP Park Services	Yes	To Be Determined
11	Nevco Sports, LLC	Yes	To Be Determined
12	Outdoorlink, Inc.	Yes	To Be Determined
13	PlayCore Wisconsin, Inc. d/b/a GameTime	Yes	To Be Determined
14	PlayPower LT Farmington, Inc. d/b/a Miracle Recreation	Yes	To Be Determined
15	Playmore West, Inc.	Yes	To Be Determined
16	Playspace Services	Yes	To Be Determined
17	RCP Shelters, Inc.	Yes	To Be Determined
18	Regal Contractors, Inc.	Yes	To Be Determined
19	Rep Services, Inc.	Yes	To Be Determined
20	Rosette Equipment Co.	Yes	To Be Determined
21	Shade Systems, Inc.	Yes	To Be Determined
22	Top Line Recreation, Inc.	Yes	To Be Determined
23	I2 Visual	Yes	To Be Determined
24	Lake Area Small Engine, Inc.		No Bid

Distributor	Manufacturer	Product	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
360 Recreation LLC (888)360-7275 sale:@360recreation.com	Play Mart	Playground equipment	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Nature of Early Play by Play Mart	Early Childhoos outdoor play and learning products (Infant SYO)	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Blue Imp	Playground equipment	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Modern Shade	Fabric Tension Shade Structures	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
Advanced Recreational Concepts (321) 775-0600	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground - Composite Steel	5.0%	35.0%	www.playcraftsystems.com	See PDF Attachment	Digital Copy
	Grounds for Play	Playground-Composite Plastic	5.0%	35.0%	www.groundsforplay.com	See PDF Attachment	Digital Copy
	Ultraplay	Playground	5.0%	35.0%	www.ultraplay.com	See PDF Attachment	Digital Copy
	ld Sculpture	Playground-GFRC Sculptures	5.0%	35.0%	www.idsculpture.com	See PDF Attachment	Digital Copy
	Freenotes Harmony Park	Playground Music	5.0%	35.0%	www.freenotesharmonypark.com	See PDF Attachment	Digital Copy
	SRP Shade	Shade Structures	5.0%	35.0%	www.srpshade.com	See PDF Attachment	Digital Copy
	Action Fit	Fitness Equipment - Outdoor	5.0%	35.0%	www.actionfitoutdoors.com	See PDF Attachment	Digital Copy
	APS Borders	Playground borders and ramps	5.0%	35.0%	www.actionplaysystems.com	see Playspace services, pg. 16	Digital Copy
	Sports Play	Playground	5.0%	35.0%	www.sportsplayinc.com	See PDF Attachment	Digital Copy
	Dynamo	Playground	5.0%	35.0%	www.dynamoplaygrounds.com	See PDF Attachment	Digital Copy
	Ultrasite	Playground	5.0%	35.0%	www.ultra-site.com	See PDF Attachment	Digital Copy
	Bison	Sports Equipment	5.0%	35.0%	www.bisoninc.com	See PDF Attachment	Digital Copy
	Playspace Services	Installation Services and playground safety surfacing	5.0%	varies	www.playspaceservices.com	See PDF Attachment	Digital Copy
	Rubber Designs	Playground Safety Surfacing	5.0%	varies	www.rubberdesigns.com	See PDF Attachment	Digital Copy
	Watersplash	Waterplay	5.0%	65.0%	www.watersplashnet.com	See PDF Attachment	Digital Copy
	Cedar Forest Products	Shelters	5.0%	35.0%	www.cedarforestproducts.com	See PDF Attachment	Digital Copy
	Kay Park	Playground Site Furnishings	5.0%	35.0%	www.kaypark.com	See PDF Attachment	Digital Copy
	Tuuci	Shade Umbrellas	5.0%	35.0%	www.tuuci.com	See PDF Attachment	Digital Copy

	Icon Shleters	Shelters	5.0%	40.0%	www.iconselters.com	See PDF Attachment	Digital Copy
	Forever Lawn	Playground synthetic Turf	varies, see price sheet	varies, see price sheet	www.foreverlawn.com	See Playspace Services, pg. 18	Digital Copy
	NRS Bleachers	Bleachers	5.0%	35.0%	www.bleachers.net	See PDF Attachment	Digital Copy
	Playtopia	Playground	5.0%	35.0%	www.playtopia.com	See PDF Attachment	Digital Copy
	Jay Pro	Sports Equipment	5.0%	35.0%	www.jaypro.com	See PDF Attachment	Digital Copy
	ADA Wood Mulch	ADA EWF Playground surfacing	varies, see price sheet	varies, see price sheet	www.playspaceservices.com	See PDF Attachment	Digital Copy
	Polysoft Surfacing	Aquatic and Playground Surfacing	varies, see price sheet	varies, see price sheet	www.polysoftsurfaces.com	See PDF Attachment	Digital Copy
	Dero Bike Racks	Bike Racks	5.0%	35.0%	www.dero.com	See PDF Attachment	Digital Copy
	DogiPat	Dog Parks	5.0%	35.0%	www.dogipot.com	See PDF Attachment	Digital Copy
	Frog Furnishings	Outdoor Furniture	5.0%	35.0%	www.frogfurnishings.com	See PDF Attachment	Digital Copy
	RCP Shelters	Shelters	5.0%	40.0%	www.rcpshelters.com	See PDF Attachment	Digital Copy
	FlexGround	EPDM Safety Surfacing	5.0%	35.0%	www.flexground.com	See PDF Attachment	Digital Copy
	SRP Amenities	Outdoor site furnishings	5.0%	35.0%	www.srpsiteamenities.com	See PDF Attachment	Digital Copy
Bliss Products & Services (904) 219-7760 dewitt@blissproducts.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Action Play	Borders, ADA Ramps, Wear Mats, GaGa Ball Pits	5.0%	Priced per Job	www.actionplaysystems.com	See PDF Attachment	Digital Copy
	American Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.themulchsoilco.com	Request Quote	N/A
	Athletic Connection	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	www.athleticconnection.com	See PDF Attachment	Digital Copy
	Bark Park	Agility Equipment, Courses, & Amenities	8.0%	50.0%	www.ultra-site.com/dog-parks	See PDF Attachment	Digital Copy
	Big Toys	Playground Equipment	10.0%	65.0%	www.bigtoys.com	See PDF Attachment	Digital Copy
	Burbank Sports Netting	Sports Netting	5.0%	Priced per Job	www.burbanksportnets.com	See PDF Attachment	Digital Copy
	Cedar Forest Products	Pavilions, Shelters, Pre-fab Restrooms	5.0%	Priced per Job	www.cedarforestproducts.com	See PDF Attachment	Digital Copy
	CemRock	Custom GFRC Play Features & Sculptural Elements	5.0%	Priced per Job	www.cemrock.com	Request Quote	Digital Copy
	Childworks	Playground & Swing Components & Hardware	5.0%	Priced per Job	www.childworks.com	See PDF Attachment	Digital Copy
	Colorado Time Systems	Electronic Scoreboards & Video Displays	5.0%	Priced per Job	coloradotime.com	Request Quote	Digital Copy
	Compac Filtration	Wet Playgrounds, Splash Pads, & FRP Pool Water Slides	10.0%	Priced per Job	www.com-pac.net	Request Quote	Digital Copy

Dero	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	www.dero.com	See PDF Attachment	Digital Copy
Dog on it Park	Agility Equipment, Courses, & Amenities	5.0%	Priced per Job	www.dog-on-it-parks.com	See PDF Attachment	Digital Copy
Doty & Son Concrete	Precast Trash Rec, Benches, Planters, & Customized Products	5.0%	Priced per Job	www.dotyconcrete.com	Request Quote	Digital Copy
Dura Play - Dura Bound	Playground Safety Surfacing	5.0%	Priced per Job	www.duraplay.com	Request Quote	Digital Copy
DynaCushion	Wearmats, Climber & Activity Products	5.0%	Priced per Job	www.dynacushion.com	Request Quote	Digital Copy
Dynamo	Playground Equipment	5.0%	65.0%	www.dynamoplaygrounds.com	See PDF Attachment	Digital Copy
East Coast Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.eastcoastmulch.com	Request Quote	N/A
Electro Mech Scoreboard	Electronic Scoreboards & Video Displays	10.0%	Priced per Job	www.electro-mech.com	See PDF Attachment	Digital Copy
Elephant Play	Playground Equipment	10.0%	65.0%	www.elephantplay.com	Request Quote	Digital Copy
Everlast Climbing	Playground Equipment	10.0%	65.0%	www.everlastclimbing.com	See PDF Attachment	Digital Copy
Express Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.expressmulchblowing.com	Request Quote	N/A
Fibar	Engineered Wood Mulch	10.0%	Priced per Job	www.fibar.com	Request Quote	N/A
First Coast Mulch	Engineered Wood Mulch	5.0%	Included	www.firstcoastmulch.com	Request Quote	N/A
Forestry Resources	Engineered Wood Mulch	5.0%	Priced per Job	www.gomulch.com	Request Quote	N/A
Forte	Borders, ADA Ramps, Wear Mats	5.0%	Priced per Job	www.forteproducts.com	See PDF Attachment	YES
Gared Sports	Athletic and Sporting Equipment and Supplies	10.0%	Priced per Job	www.garedperfsports.com	See PDF Attachment	YES
GT Grandstands	Stadium Grandstands & Bleachers	10.0%	Priced per Job	www.gtgrandstands.com	Request Quote	Upon Request
Harmony Freenotes	Playground Musical Instuments	5.0%	Priced per Job	www.freenotesharmonypark.com	See PDF Attachment	Digital Copy
Jayhawk Plastics	Recycled Site Amenities Tables, Benches, Trash Rec	10.0%	Priced per Job	www.jayhawk.com	See PDF Attachment	Digital Copy
JayPro Sports	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	www.jayprosports.com	See PDF Attachment	Digital Copy
Jensen Swings	Playground Swings Accessories	5.0%	Priced per Job	www.jensenswing.com	See PDF Attachment	Digital Copy
Kay Park	Park Accessories & Site Amenities	5.0%	Priced per Job	www.kaypark.com	See PDF Attachment	Digital Copy
Madrax	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	www.madrax.com	See PDF Attachment	Digital Copy
Modern Shade	Sun Shade Structures & Umbrellas	5.0%	Priced per Job	www.modernshadellc.com	Request Quote	Digital Copy

Most Dependable	Drinking Fountains, Showers, Misters, Dog Fountains, Grills, & Bike Parking	5.0%		Priced per Job	www.mostdependable.com	See PDF Attachment	Digital Copy	
Murdock Fountains	Drinking Fountains, Showers, Misters, Dog Fountains	5.0%		Priced per Job	www.murdockmfg.com	See PDF Attachment	Digital Copy	
National Recreation	Bleachers & Team Beam Benches	5.0%		Priced per Job	www.bleachers.net	See PDF Attachment	Digital Copy	
Outback Shelters	Picnic Pavilions, Shelters, Pole Barns, Shade Structures & Accessories	10.0%		Priced per Job	NO WEBSITE	See PDF Attachment	Digital Copy	
Play and Park	Playground Equipment	10% Swings	5%	65.0%	www.playandpark.com	See PDF Attachment	Digital Copy	
Playguard	Playground Safety Surfacing	5.0%		Priced per Job	www.playguardsurfacing.com	Request Quote	Upon Request	n en met der i
Playsafe Surfacing	Playground Safety Surfacing	5.0%		Priced per Job	www.playsafesurfacinglic.com	See PDF Attachment	Digital Copy	
Playsafer	Playground Safety Surfacing	5.0%		Priced per Job	www.playsafer.com	See PDF Attachment	Digital Copy	and a star for the second
Reeds Metal	Pavilions, Shelters & Garages	5.0%		Priced per Job	www.reedsmetals.com	Request Quote	Digital Copy	
Sandee Sod, Inc.	Construction Support & Products for Bliss Products & Services, Concrete, Landscaping, ect.	5.0%		Priced per Job	www.sandeesod.com	Request Quote	Digital Copy	
Shade America	Sun Shade Structures & Umbrellas	10.0%		Priced per Job	www.shadeamerica.us	Request Quote	Digital Copy	
Shaw Industries	Flooring Products	5.0%		Priced per Job	www.shawfloors.com	Request Quote	Upon Request	
Spectrum Aquatics	Pool Products & Supplies	5.0%		Priced per Job	www.spectrumproducts.com/collecti ons.all	Request Quote	Digital Copy	and the second second
Spohn Ranch/Tru Ride	Skateboard Parks	5.0%		Priced per Job	www.spohnranch.com	Request Quote	Upon Request	
Sportsfield Specialties	Sports Construction Equipment	5.0%		Priced per Job	www.sportsfield.com	Request Quote	Upon Request	
Sportsplay	Athletic and Sporting Equipment and Supplies	5.0%		Priced per Job	www.sportsplayinc.com	See PDF Attachment	Digital Copy	
Structural Wood Systems	Pavilions, Shelters, Lam-Beam Structures	5.0%		Priced per Job	www.structuralwood.com	Request Quote	Digital Copy	
Superior Products, Inc.	Site Amenities, Shade Structures, Playground Accessories	5.0%		Priced per Job	www.superiorrecreationalproducts.co <u>m</u>	Request Quote	Digital Copy	
Tennis Unlimited	Court Surfacing	5.0%		Priced per Job	NO WEBSITE	Request Quote	Digital Copy	
Ultra Action Fitness	Outdoor Fitness Equipment	5.0%		Priced per Job	www.ultra-site.com/outdoor-fitness	See PDF Attachment	Digital Copy	
Ultra Play	Playground Equipment, Musical Instruments	5.0%		Priced per Job	www.ultraplay.com	See PDF Attachment	Digital Copy	

	Ultra Site	Site Amenities, Picnic Tables, Benches, Trash Rec, Bike Racks, Grills, ect.	5.0%	Priced per Job	www.ultra-site.com	See PDF Attachment	Digital Copy
	Umbrella Source	Umbrellas	5.0%	Priced per Job	www.UmbrellaSource.com	Request Quote	Digital Copy
	Wood Mulch Products	Engineered Wood Mulch	5.0%	Priced per Job	www.woodmulchproducts.com	Request Quote	N/A
	X-Grass	Artificial Turf	5.0%	Priced per Job	www.xgrass.com	Request Quote	Digital Copy
	Zeagers Wood Products	Engineered Wood Mulch	5.0%	Priced per Job	zeagers.com	Request Quote	N/A
	I D Sculpture	Custom GFRC Play Features & Sculptural Elements	5.0%	Priced per Job	www.idsculpture.com	Request Quote	Digital Copy
Greenfields Outdoor Fitness Inc. (949) 535-1975 sabina@greenfieldsfitness.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Greensfields Outdoor Fitness Inc.	Outdoor Fitness Equipment	2%	2%	Physical Catalog	Physical Catalog	Digital Copy
i2Visual (239) 687-3223 john.hose@i2visual.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	FairPlay	Scoreboards and Scoreboard Accessories for all sports	10%	10%	www.fair-play.com/	Physical Catalog	Digital Copy
Industrial Shadeports, Inc (954) 755-0661 sales@shadeports.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Industrial Shadeports	Shade structures, scultures, canopies, playground structures, equipment, carports, dugouts, etc.	5%	5%	Physical Catalog	Physical Catalog	"Confidential"
KOMPAN Playgrounds matmil@kompan.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Kompan A/S	Playground & Fitness Equipment	9%	4%	https://publications.kompan.com/us/ main-catalog-2024-wop/	See PDF Attachment	Digital Copy
	Freenotes Harmony, LLC	Outdoor Musical Instruments	9%	4%	https://www.flipsnack.com/77669£77 <u>C6F/2023-freenotes-harmony-park-</u> digital-catalog/full-view.html	See PDF Attachment	Digital Copy
	Shade America	Shades for playground areas	4%	4%	http://shadeamerica.us/	Request Quote	Digital Copy
	Shad Systems	Shades for playground areas	4%	4%	https://shadesystemsinc.com/playgro unds/	Request Quote	Digital Copy
Lanier Plans Inc. dba KorKat shanel@korkat.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Superior Play	Playground Equipment	4%	35%	https://www.korkat.com/wp- content/uploads/KorKat-2024- Superior-Recreational-Products- Playgrounds-Catalog-1.pdf	Physical Catalog	

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	Grounds for Play	Playground Equipment	4%	35%	https://www.korkat.com/wp- content/uploads/KorKat-2023-2024- Grounds-For-Play-Catalog-updated-10- 17-23.pdf	Physical Catalog		
	Superior Amenities	Tables, benches, trash receptacles, bleachers, dog parks, fitness equipment	-4%	35%	https://www.korkat.com/wp- content/uploads/KorKat-2024- Superior-Site-Amenities-Catalog-12- 20-23.pdf	Physical Catalog		
	Thomas Steele	Tables, benches, chairs, bike racks, umbrellas	4%	35%	https://www.korkat.com/wp- content/uploads/KorKat-2024- Thomas-Steele-Catalog.pdf	Physical Catalog		
	Superior Shade	Shade Structures	4%	90%	https://www.korkat.com/wp- content/uploads/KorKat-2024- Superior-Recreational-Products-Shade Catalog.pdf	Physical Catalog		
	Coverworx	Shelters	4%	90%	https://www.korkat.com/wp- content/uploads/COVERWORX-5th- EDITION-2022.pdf	Physical Catalog		
	Barks & Rec	Dog Park Playground & Accessories	4%	35%	https://www.korkat.com/wp- content/uploads/2024-Barks-anb-Rec- Catalog.pdf	Physical Catalog		
	DogiPot	Dog Park Playground & Accessories	4%	35%	https://www.korkat.com/wp- content/uploads/KorKat-2024- DOGIPOT-CATALOG.pdf	Physical Catalog		
	Outdoor Safety Surfacing	EPDM	4%	100%	https://www.korkat.com/wp- content/uploads/Outdoor-Safety- Surfacing-Brochure.pdf	Physical Catalog		
M Gay Contructors Inc mgcshelby@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	M Gay Constructors	Sport Field Lighting	See Attached Bid Pricing Form	x	x	x	Digital Copy	
Miracle Recreation miracle@truenorthrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Miracle Recreation	Playground Equipment, Site Amenities, Playground Surfacing, Shade	\$0 -5999 = List Price \$1,000-\$4,999 = 3% \$5,000-\$14,999=8% \$15,000- \$24,999=13% \$25,000- \$49,999=17% \$50,000- \$99,999=20% \$100,000 Plus =23%	30% of LIST PRICE	https://secure.viewer.amags.com/pub lication/53aac96d#/53aac96d/1	See PDF Attachment	Digital Copy	

	USA Shade	Shade Structures	\$1,000-\$19,999=3% \$20,000-\$49,999=6% \$50,000Plus = 10%	Priced Per Job	https://www.usa-shade.com	See PDF Attachment	Digital Copy
	Wabash Valley	Site Amenities	5%	Priced Per Job	https://www.wabashvalley.com	See PDF Attachment	Digital Copy
	No Fault	Playground Surfacing	5%	Priced Per Job	https://nofault.com/	See PDF Attachment	Digital Copy
	IMC NuPlay	Playground Surfacing	10%	Priced Per Job	https://imcoutdoorliving.com/comme rcials_product/groundsmart-nugget- mulch/	See PDF Attachment	N/A
	Douglas Sports	Sports Equipment, netting, etc.	5%	Priced Per Job	https://douglas-sports.com/	Online	N/A
	Kay Park	Site Amenities	5%	Priced Per Job	https://kaypark.com/	Online	N/A
	MyTCoat	Site Amenities	5%	Priced Per Job	https://mytcoat.com/	Online	N/A
	RCP Shelters	Site Amenities - Shelters	5%	Priced Per Job	https://www.rcpshelters.com/	Online	Digital Copy
Musco Sports Lighting, LLC (800) 825-6030 musco.contracts@musco.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Musco Sports Lighting	Sport Field Lighting	x	x	Request	See PDF Attachment	Digital Copy
Nevco Sports, LLC jscott@nevco.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Nevco Sports	Scoreboards, Video Displays, Indoor/Outdoor Sound Systems, Timing Systems	10%	N/A	Request	Request	Digital Copy
NSP Park Services (904) 466-3645 custsvc@nspparkservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	NSP Park Services	Court Surfacing	x	x	Request	See PDF Attachment	x
Outdoorlink Inc (256) 885-9768 dave@outdoorlinkinc.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Outdoorlink Inc.	Cellular-based monitoring and control systems (Smart Controller 2.0)	10%-25% (Based on Volume)	Request Quote	Physical	Physical Direct Sales Sole Source	Digital Copy
	Outdoorlink Inc.	Smart Controller 2.0 Service	5%-20% (Based on Service Plan Terms)	Included with SL- 4-AC Controller	Physical	Physical	Digital Copy
	Outdoorlink Inc.	Dimmer Add-on Feature	25% per unit	Included with feature purchase	Physical	Physical	Digital Copy

	Outdoorlink Inc.	Weather Add-on Feature	50% per unit	Included with feature purchase	Physical	Physical	Digital Copy
	Lighting Technologies A Division of Outdoorlink Inc.	LED light and needed infrastures	5% Total per structure	TBD If install is requested	Physical	Physical	Digital Copy
PlayCore Wisconsin, Inc. DBA GameTime courtney.crawford@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment	10%	35%	Request	Request	Digital Copy
	GameTime	Site Amenities	5%	35%	Request	Request	Digital Copy
Playmore West, Inc. (239) 791-2400	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	PlayWorld	Playgrounds, Shade	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Berliner	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Cre8Play	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	ExoFit	Outdoor Fitness	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Premier Polysteel	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
	Americana	Shelters, Gazebos	3%	104%	playmoreonline.com/claycounty	Online	Digital Copy
	Dog on it	Dog Parks	3%	59%	playmoreonline.com/claycounty	Online	Digital Copy

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Superior Site Amenities	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
Wabash	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
SportsPlay	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
USA Shade	Shade Structures	3%	147%	playmoreonline.com/claycounty	Online	Digital Copy
Zeager	Surfacing	3%	See Price Ust	playmoreonline.com/claycounty	Online	Digital Copy
The Mulch & Soil Co	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Rubber Designs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
The Recreational Group	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Robertson Tot Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Pro-Techs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Vitriturf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy

	No Fault	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
	Sunshine Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Playspace Services (321) 775-0600 Info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Installation Playground - Composite Steel		35%	www.playcraftsystems.com	See PDF Attachment	Request
	Grounds for Play	Installation Playground - Composite Plastic		35%	www.groundsforplay.com	See PDF Attachment	Request
	Ultraplay	Installation Playground		35%	www.ultraplay.com	See PDF Attachment	Request
	ld Sculpture	Installation Playground - GFRC Scupitures		35%	www.idsculpture.com	See PDF Attachment	Request
	Freenotes Harmony Park	Installation Playground Music		35%	www.freenotesharmonypark.com	See PDF Attachment	Request
	SRP Shade	Installation Shade Structures		35%	www.srpshade.com	See PDF Attachment	Request
	Action Fit	Installation Fitness Equipment - Outdoor		35%	www.actionfitoutdoors.com	See PDF Attachment	Request
	APS Borders	Installation Playground borders and ramps		35%	www.actionplaysystems.com	See Playspace Services, pg. 16	Request
	Sports Play	Installation Playground		35%	www.sportsplayinc.com	See PDF Attachment	Request

Dynamo	Installation Playground		35%	www.dynamoplaygrounds.com	See PDF Attachment	Request
Ultrasite	Installation Playground		35%	www.ultra-site.com	See PDF Attachment	Request
Bison	Installation Sports Equipment		35%	www.bisoninc.com	See PDF Attachment	Request
Playspace Services	Supply and Installation Services and Playground Safety Surfacing		varies	www.playspaceservices.com	See PDF Attachment	Request
Rubber Designs	Supply and Installation Playground Safety Surfacing	5%	varies	www.rubberdesigns.com	See PDF Attachment	Request
Watersplash	Installation Waterplay		65%	www.watersplashnet.com	See PDF Attachment	Request
Cedar Forest Products	Installation Shelters		35%	www.cedarforestproducts.com	See PDF Attachment	Request
Kay Park	Installation Playground Site Furnishings		35%	www.kaypark.com	See PDF Attachment	Request
Tuuci	Installation Shade Umbrellas		35%	www.tuuci.com	See PDF Attachment	Request
Icon Shelters	Installation Shelters		40%	www.iconshelters.com	See PDF Attachment	Request
Forever Lawn	Installation and supply of Playground Synthetic Turf	varies, see price sheet	varies, see price sheet	www.foreverlawn.com	See Playspace Services Catalog	Request
NRS Bleachers	Installation Bleachers		35%	www.bleachers.net	See PDF Attachment	Request

	Playtopia	Installation Playground		35%	www.playtopia.com	See PDF Attachment	Request
	Jay Pro	Installation Sports Equipment		35%	www.jaypro.com	See PDF Attachment	Request
	ADA Wood Mulch	Supply and Installation ADA EWF Playground Surfacing	varies, see price sheet	varies, see price sheet	www.playspaceservices.com	See PDF Attachment	Request
	Polysoft Surfacing	Supply and Installation Aquatic & Playground Surfacing	varies, see price sheet	varies, see price sheet	www.polysoftsurfaces.com	See PDF Attachment	Request
	Dero Bike Racks	Installation Bike Racks		35%	www.dero.com	See PDF Attachment	Request
	DogiPot	Installation Dog Parks		35%	www.dogipot.com	See PDF Attachment	Request
	Frog Furnishings	Installation Outdoor Furniture		35%	www.frogfurnishings.com	See PDF Attachment	Request
	RCP Shelters	Installation Shelters		40%	www.rcpshelters.com	See PDF Attachment	Request
	FlexGround	Supply and Installation EPDM Safety Surfacing		35%	www.flexground.com	See PDF Attachment	Request
	SRP Amenities	Installation Outdoor Site Furnishings		35%	www.srpsiteamenities.com	See PDF Attachment	Request
Shelters (772) 288-3600 yce@rcpshelters.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warrant
	RCP Shelters	Manufactured Tube Steel Site Amenities	15%	15%	https://www.rcpshelters.co m/wp@content/uploads/2023/10/ <u>RCP-Shelters-2022-Tube@Steel-</u> <u>Catalog.pdf</u>	See PDF Attachment	Digital Co

	RCP Shelters	Manufactured Laminated Wood Site Amenities	15%	15%	https://www.rcpshelters.c om/wp?content/uploads/2023/10/RC P-Shelters-2022-Lam?Wood- Catalog.pdf	See PDF Attachment	Digital Copy
Regal Contractors Inc. (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Shade Systems Inc.	Installation of Shades, Sails	N/A	150%	No	No	Request
	Apollo Sunguard Systems Inc.	Installation of Shades, Sails	N/A	150%	No	No	Request
	RCP Shelters Inc.	Installation of Sails, Gazebos, Pavilions	N/A	150%	No	No	Request
	Poligon by Porter	Installation of Gazebos	N/A	150%	No	No	Request
	Ball Fabrics	Installation Shades, Sails, Privacy Fence Screening	N/A	150%	No	No	Request
	Landscape Structures Inc.	Installation of Playgrounds, Shades, Sails	N/A	40%	No	No	Request
	GameTime	Playground Installation	N/A	45%	No	No	Request
	Playworld Systems Inc.	Playground Installation	N/A	40%	No	No	Request
	Playpower Lt Farmington/Little Tikes Commercial	Playground Installation	N/A	45%	No	No	Request
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	Landscape Structures Inc.	Playground Equipment	2%	N/A	https://issuu.com/repservices/docs/ 2024 lsi play catalog- with_imprint?fr=xKAE9_2U1NQ	Physical List	Digital Copy
Services. (407) 831-9658 ales@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Berliner	Playground Installation	N/A	50%	No	No	Request
	ExoFit	Installation of Outdoor Fitness Equipment	N/A	75%	No	No	Request
	Freenotes Harmony Park	Playground Installation	N/A	45%	No	No	Request
	Wausau Tile, Inc.	Site Furnishing Installation	N/A	100%	No	No	Request
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	Request
	Ultra Site	Playground Installation	N/A	45%	No	No	Request
	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	50%	No	No	Request
	Playcore Branded Products	Playground Installation, Shades, Sails, Site Furnishings	N/A	150%	No	No	Request
	Miracle Recreation	Playground Installation	N/A	45%	No	No	Request

Skyways	Shade Structures, Pavillions, Shelters	2%	N/A	https://issuu.com/repservices/docs/2 024_skyways_catalog- with_imprint?fr=xKAE9_2U1NQ	Physical List	Digital Copy
Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	N/A	https://issuu.com/repservices/docs/ poligoncatalog: 2023?fr=xKAE9_2UINQ	Priced Per Job	Digital Copy
Aquatix	Aquatic Spray Features and Mechanical Packages	2%	N/A	https://issuu.com/repservices/docs/	Priced Per Job	Digital Copy
DuMor	Site Funishings	2%	N/A	https://issuu.com/repservices/docs/_ 2024_dumor_catalog?fr=xKAE9_2UIN 	Physical List	Digital Copy
Anova	Site Furnishings	2%	N/A	https://issuu.com/repservices/docs/_ 2020_anova_catalog?fr=sYzhiNiQ1MT 	Physical List	Digital Copy
2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	N/A	https://issuu.com/repservices/docs/_ 2024_product_catalog?fr=xKAE9_2U1 NQ	Physical List	Digital Copy
iMulch, Inc	Engineered Wood Fiber	2%	N/A	N/A	Physical List	N/A
No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/ nfs_catalog-2022	Physical List	Digital Copy
Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/ robertsonrecreationalsurfaces_catalo g	Physical List	Digital Copy
Forever Lawn	Synthetic Turf Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/f oreverlawn?e=1884579/4320678	Physical List	Digital Copy
Safe4Play	Synthetic Turf Surfacing Products	2%	N/A	N/A	Physical List	Digital Copy

Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Kidstuff Playsystems	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	www.kidstuffplaysystems.com	See PDF Attachment	Request	Installation % is off of our discounted price of 35% tha Distributor gets
	Sports Play	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	www.sportsplayinc.com	See PDF Attachment	Request	Installation % is off of our discounted price of 35% tha Distributor gets
Shade Systems Inc. (800) 609-6066 jeremy@shadesystemsinc.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Shade Systems, Inc.	Pre-Engineered Fabric Tensioned Shade Structures	10%	10%	https://shadesystemsinc.com/contact us/#cat0	See PDF Attachment	Digital Copy	
Top Line Recreation Inc. (386) 575-8359 soniap@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	BCI Burke	Playgrounds, Shades, Outdoor Fitness Dog PA	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog		
	Lappset	Playgrounds, Outdoor Fitness	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog		
	Grounds for Play	Playgrounds	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog		

Percussion Play	Musical Playgrounds Equipment	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
Equiparc	Site Furnishings - Benches, tables, trash receptacles	3%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
Productos	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
Shade Systems	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
Americana	Pavilions, Shelters, Gazebos	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

### 360 Recreation LLC Response

#### CONTACT INFORMATION

Company: 360 Recreation LLC

Email: sales@360recreation.com

Contact: Tracy Gill

#### Address:

9986 Eagle Creek Center Blvd. Orlando, FL 32832

Phone: (888) 360-7275

Website: www.360RECREATION.COM

Submission Date: Jun 13, 2024 3:31 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Advanced Recreational Concepts Response

#### CONTACT INFORMATION

Company: Advanced Recreational Concepts

Email: info@arcflorida.com

Contact: Paul Bickham

Address: 3127 Skyway Cir. Ste 101 Melbourne, FL 32934

Phone: (321) 775-0600

Website: arcflorida.com

Submission Date: Jun 12, 2024 4:13 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Bliss Products & Services, Inc. Response

#### CONTACT INFORMATION

Company: Bliss Products & Services, Inc.

Email: dewitt@blissproducts.com

Contact: DeWitt Gibbs

#### Address:

6831 S. Sweetwater Rd. Lithia Springs, GA 30122

Phone: (904) 219-7760

Website: www.blissproducts.com

Submission Date: Jun 13, 2024 9:14 AM



RESPONSE DOCUMENT REPORT RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### **GREENFIELDS OUTDOOR FITNESS INC. Response**

#### CONTACT INFORMATION

Company: GREENFIELDS OUTDOOR FITNESS INC.

Email: sabina@greenfieldsfitness.com

Contact: Sabina Majdanics

Address: 2617 West Woodland Drive Anaheim, CA 92801

Phone: (949) 535-1975

Website: www.gfoutdoorfitness.com

Submission Date: Jun 11, 2024 5:31 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### i2Visual Response

#### CONTACT INFORMATION

Company: i2Visual

Email: john.hose@i2visual.com

Contact: John Hose

Address: 1606 BENCHMARK AVE FORT MYERS, FL 33905

Phone: (239) 687-3223

Website: www.i2visual.com

Submission Date: Jun 13, 2024 3:55 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### KOMPAN Playgrounds Response

CONTACT INFORMATION

Company: KOMPAN Playgrounds

Email: matmil@kompan.com

Contact: Matt Miller

Address:

605 W Howard Ln - Suite 101 Austin, TX 78753

Phone: N/A

Website: www.kompan.com

Submission Date: Jun 12, 2024 5:05 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Industrial Shadeports, Inc. Response

#### CONTACT INFORMATION

Company: Industrial Shadeports, Inc.

Email: sales@shadeports.com

Contact: Chip Breitweiser

#### Address:

6600 NW 12th Ave Unit 220 Fort Laudardale, FL 33309

Phone: (954) 755-0661

Website: www.Shadeports.com

Submission Date: Jun 11, 2024 5:42 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# Lanier Plans Inc. dba KorKat Response

CONTACT INFORMATION

Company: Lanier Plans Inc. dba KorKat

Email: shanel@korkat.com

Contact: Shane Lanier

Address:

221 Cable Industrial Way Carrollton, GA 30117

Phone: N/A

Website: www.korkat.com

Submission Date: Jun 13, 2024 8:50 AM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### M GAY CONSTRUCTORS INC Response

CONTACT INFORMATION

#### Company: M GAY CONSTRUCTORS INC

Email: mgcshelby@gmail.com

#### Contact: Shelby Abdallah

Address: 11901 INDUSTRY DRIVE JACKSONVILLE, FL 32218

Phone:

N/A

Website: N/A

Submission Date: Jun 10, 2024 5:05 PM



#### **RESPONSE DOCUMENT REPORT**

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Miracle Recreation Response

CONTACT INFORMATION

Company: Miracle Recreation

Email: miracle@truenorthrecreation.com

Contact: Kimberly Falkowski

#### Address:

1565 Brae Moor Ln Dunedin, FL 34698

Phone: N/A

Website: N/A

Submission Date: Jun 13, 2024 11:32 AM



#### [MUSCO SPORTS LIGHTING, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# Musco Sports Lighting, LLC Response

CONTACT INFORMATION

Company:

Musco Sports Lighting, LLC

Email: musco.contracts@musco.com

Contact: Beth Sheeley

#### Address:

100 1st Avenue West PO Box 808 Oskaloosa, IA 52577

Phone: (800) 825-6030

Website: www.musco.com

Submission Date: Jun 12, 2024 3:11 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Nevco Sports, LLC Response

#### CONTACT INFORMATION

Company: Nevco Sports, LLC

Email: jscott@nevco.com

Contact: Jacob Scott

#### Address:

301 E Harris Ave Greenville, IL 62246

Phone: N/A

Website: www.nevco.com

Submission Date: Jun 13, 2024 9:37 AM


#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### **NSP Park Services Response**

CONTACT INFORMATION

Company: NSP Park Services

Email: custsvc@nspparkservices.com

Contact: Paige Larson

# Address:

PO Box 471026 Lake Monroe, FL 32747

Phone: (904) 466-3645

Website: Www.NSPparkservices.com

Submission Date: Jun 10, 2024 12:12 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# **Outdoorlink Inc Response**

#### CONTACT INFORMATION

Company: Outdoorlink Inc

Email: dave@outdoorlinkinc.com

Contact: Dave Ramirez

Address: 3058 Leeman Ferry Rd SW Huntsville, AL 35801

Phone: (256) 885-9768

Website: www.outdoorlinkinc.com

Submission Date: Jun 11, 2024 10:10 AM



#### **RESPONSE DOCUMENT REPORT**

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### PlayCore Wisconsin, Inc., DBA GameTime Response

#### CONTACT INFORMATION

#### Company:

PlayCore Wisconsin, Inc., DBA GameTime

Email: courtney.crawford@gametime.com

Contact: Courtney Crawford

#### Address:

150 PLAYCORE DR SE FORT PAYNE, AL 35967

Phone: N/A

Website: www.gametime.com

Submission Date: Jun 11, 2024 3:54 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Playmore West, Inc. Response

#### CONTACT INFORMATION

Company: Playmore West, Inc.

Email: luker@playmoreonline.com

Contact: Luke Russell

#### Address:

10271 Deer Run Farms Rd Suite 1 Fort Myers, FL 33966

Phone: (239) 791-2400

Website: https://www.playmoreonline.com/

Submission Date: Jun 12, 2024 1:25 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

### Playspace Services Response

# CONTACT INFORMATION

Company: Playspace Services

Email: info@playspaceservices.com

Contact: Paul Bickham

#### Address:

3127 Skyway Cir. Ste 101 Melbourne, FL 32934

Phone: (321) 775-0600

Website: www.playspaceservices.com

Submission Date: Jun 12, 2024 3:53 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### **RCP Shelters Response**

#### CONTACT INFORMATION

Company: RCP Shelters

Email: bryce@rcpshelters.com

Contact: Bryce Cooper

Address: 2100 SE Rays Way ,Stuart,, FL 34994

Phone: (772) 288-3600

Website: www.rcpshelters.com

Submission Date: Jun 11, 2024 2:29 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# **Regal Contractors Inc Response**

CONTACT INFORMATION

Company: Regal Contractors Inc

Email: regalcontractorsinc@gmail.com

Contact: Paul Martin

#### Address:

1220 SW Squire Johns Lane Palm City, FL 34990

Phone: (561) 906-7321

Website: N/A

Submission Date: Jun 13, 2024 12:10 PM



#### RESPONSE DOCUMENT REPORT RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

#### Rep Services, Inc. Response

CONTACT INFORMATION

Company: Rep Services, Inc.

Email: sales@repservices.com

Contact: Nathan Almon

Address: 165 West Jessup Ave Longwood, FL 32750-4146

Phone: (407) 831-9658

Website: https://repservices.com/

Submission Date: Jun 11, 2024 2:33 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# Rosette Equipment Co. Response

#### CONTACT INFORMATION

Company: Rosette Equipment Co.

Email: jrose20@comcast.net

Contact: JEFF ROSETTE

Address: 234 Capella Rd Orange Park, FL 32073

Phone: (904) 271-0561

Website: N/A

Submission Date: Jun 13, 2024 3:47 PM



#### RESPONSE DOCUMENT REPORT

RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# Shade Systems Inc Response

#### CONTACT INFORMATION

Company: Shade Systems Inc

Email: jeremy@shadesystemsinc.com

Contact: Jeremy Purkis

Address: 4150 SW 19th Street Ocala, FL 34474

Phone: (800) 609-6066

Website: shadesystemsinc.com

Submission Date: Jun 13, 2024 10:26 AM



#### RESPONSE DOCUMENT REPORT RFB No. 23/24-074 Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

# **TOP LINE RECREATION INC Response**

#### CONTACT INFORMATION

Company: TOP LINE RECREATION INC

Email: soniap@toplinerec.com

Contact: SONIA PERKINS

Address:

2922 HOWLAND BLVD - ST 4 Deltona, FL 32725

Phone: (386) 575-8359

Website: www.toplinerec.com

Submission Date: Jun 12, 2024 3:09 PM

# 1. Scope of Work

# 1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

# 1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

#### **Responsibility:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

# 1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- 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.
- Names of any and all subcontractors on the project. It is understood the bidder remains
  responsible for project completion and acceptance by the County. The County reserves the
  right to reject any quotation in response to a Request for Quotation if said quotation names a
  subcontractor who has, in the sole opinion of the County, 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 a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

# 1.4. Administrative Fee (Piggybacking)

**Cooperative Contract:** The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

# 1.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

# 1.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

# 1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the: American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the: US Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 (301) 504-7923

C. National Playground Safety Institute (NPSI) - identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the: National Recreation and Park Association 22377 Belmont Ridge Road Ashburn, VA 20148-4150 (703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

# 1.8. <u>Award</u>

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

# 1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

# 1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

# 1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

**Clay County Building Department** 

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

# 1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

#### 1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.

2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

# 1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

# 1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

# 1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

# 1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

# 1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

# 1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

# 1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

# 1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

# 1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

#### 1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

# Project View Count 1238

# Vendor Funnel

۳	Followers			47
*	Downloaders			54
Gal	Applicants			27
Ø	No Bids			1
$\square$	Submissions			23

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
360 Recreation LLC O No Reviews sales@360recreation.com	~	~	~		*
Advanced Recreational Concepts ON R info@arcflorida.com	~	~	~		~
Alderman & Masters Electric LLC <b>O</b> No Re aldermanmasterselectric@yahoo.com	~	~	~		
B&G Refrigeration/Electrical ON Review: frank@bgelectric.net	~	~			
BSN Sports () 4.4 bsnbid@bsnsports.com	~	~			
Bliss Products & Services, Inc. ( No Revie info@blissproducts.com		~			
Bliss Products & Services, Inc. O No Revie dewitt@blissproducts.com	~	~	~		~
Brevard County BOCC <b>O</b> No Reviews angel.boss@brevardfl.gov	~	~			
Brogdon Builders, LLC  No Reviews clayton@brogdonbuilders.com	~	~			
COnstruct COnnect 💽 No Reviews	~	~			

https://procurement.opengov.com/governments/4038/projects/89522/sourcing/vendor-analytics

7/16/24, 1:48 PM Vendor Analytics nikki.diez@constructconnect.com Clay County 🙆 No Reviews kelli.lueckert@claycountygov.com ConstructConnect ( No Reviews content@constructconnect.com ConstructConnect ( No Reviews george.boateng@constructconnect.com Construction Bid Source 🙆 No Reviews cmarceca@constructionbidsource.com Court Surfaces 🙆 No Reviews melissa@courtsurfacesfla.com Dodge Data And Analytics 💿 No Reviews jayalakshmil@construction.com Dodge Data And Analytics 💽 No Reviews dodge.docs@construction.com Dodgedocs 💽 No Reviews dodge.bidding@construction.com Flyers Club Aero Services 💽 No Reviews flyersclubaeroservices@gmail.com GREENFIELDS OUTDOOR FITNESS INC sabina@greenfieldsfitness.com Gulfstream Contracting Group, LLC 💿 No gulfstreamcontractinggroup@gmail.com Industrial Shadeports, Inc. 🙆 No Reviews sales@shadeports.com Jammin Playgrounds 💽 No Reviews admin@jamnplay.com KOMPAN Playgrounds 05 ralbid@kompan.com KOMPAN Playgrounds 05 matmil@kompan.com Lake Area Small Engine, Inc 🙆 No Review lakeareasmallengine@yahoo.com

Lanier Plans Inc. dba KorKat 🗿 No Review

https://procurement.opengov.com/governments/4038/projects/89522/sourcing/vendor-analytics

7/16/24, 1:48 PM shanel@korkat.com		Vendor Analytics		
Leadex Corporation ON No Reviews	~	~		
M GAY CONSTRUCTORS INC ON Revi mgcmelissa1@gmail.com	~	*	~	~
M. Gay Constructors ON No Reviews mgcmmoore@gmail.com	~	*		
Mark W Keels Construction, LLC 💽 No Re mwkeels@yahoo.com	~	~		
Musco Sports Lighting <b>()</b> 5 bid.center@musco.com		~		
Musco Sports Lighting, LLC 5 musco.contracts@musco.com	~	~	~	~
NSP Park Services No Reviews steve@nspparkservices.com	~		~	~
Nevco Sports, LLC 0 5 jscott@nevco.com	~	~	~	~
None ON Reviews martin.larinas@gmail.com		~		
Outdoorlink Inc ON Reviews	~	~	~	~
PWXPress ON Reviews	~	*		
PlayCore Wisconsin, Inc., DBA GameTime courtney.crawford@gametime.com	~	~	~	~
PlayPower LT Farmington Inc. ON Revie miracle@truenorthrecreation.com	~	~	~	~
Playmore West, Inc. O No Reviews luker@playmoreonline.com	~	~	~	~
Playspace Services 💽 No Reviews info@playspaceservices.com	*		~	~
Premium Crane LLC ( No Reviews thepremiumcranes@gmail.com		~		
RCP Shelters, Inc. 🕑 No Reviews	~	~	~	~

https://procurement.opengov.com/governments/4038/projects/89522/sourcing/vendor-analytics

7/16/24, 1:48 PM jim@rcpshelters.com		Vendor Analytics		
RCP Shelters, Inc. O No Reviews bryce@rcpshelters.com	~	~		
Regal Contractors Inc  No Reviews aren@regalcontractorsinc.com	~	~	~	~
Rep Services, Inc. O No Reviews sales@repservices.com	~	~	~	~
Rosette Equipment Co. O No Reviews jrose20@comcast.net	~	~	~	~
Safety Step TD, Inc. ON Reviews suzanne@safetysteptd.com	~			
Shade Systems Inc ON Reviews jeremy@shadesystemsinc.com	~	~	~	~
Sign Solutions USA, LLC ON No Reviews rcallanan@signsolutionsusa.com	~	~		
Source Management No Reviews sourcemanagement@deltek.com	~	*		
Southern Park and Play Systems, DBA Sou info@southernparkandplay.com	~	*	*	
Swartz Associates, Inc. O No Reviews mail@parkplayusa.com		*		
TOP LINE RECREATION INC ON Revie soniap@toplinerec.com	~	~	~	1
VendorLink, LLC ON No Reviews bids@evendorlink.com		~		
Vertex Aquatic Solutions ON Reviews dave.hirshburg@vertexaquaticsolutions.com	~	~		
bidnet ON Reviews gbs@bidnet.com		~		
i2Visual 💽 No Reviews john.hose@i2visual.com	~	~	~	~

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

<sub>Name:</sub> Nathan Almon	<sub>Title:</sub> President	Entity: Rep Services, In	C
Signature: Nattoh	Date: <u>4/3/25</u>		
NC	TARY PUBLIC ACKNOWED	GEMENT SECTION	
STATE OF Florida COUTY OF <u>Seminabe</u>			
The foregoing instrument was ac notarization, this $3$ day of A	knowledged before me, by	means of Aphysical presence by Nathan Almon	e or □ online , as
President	for Rep Services, Inc.	C	, who is
personally known to me or who has	s produced	as identification	
Notary Public Signature:	f Bourga	(Notary Seal)	WENDY L. BOWERMAN MY COMMISSION # HH 332872 EXPIRES: January 26, 2027
Print Name: Wendy L Bow	erman	My commission expires:	1/2027



The undersigned, on behalf of Rep Services, Inc.

(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury, (State entity is registered) hereby deposes and says:

- 1. My name is Nathan Almon (Print complete name of corporate officer/authorized representative)
- 2. I am an x officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: President

(Print title of corporate officer/authorized representative)

3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative:

Office Address: 165 W Jessup Ave. Longwood FL 32750

Email Address: Nathan@repservices.com

Main Phone Number: 407-831-9658 FEIN No.: 59-2978507

WE BUILD COMMUNITY

STATE OF COUNTY OF Seminale

Sworn to and subscribed before	me by means of physical presence or 🗌 online
notarization, this 3 day of April	, 2025, by Nathan Almon.
	(Print name of corporate officer/representative)
WENDY L. BOWERMAN MY COMMISSION # HH 332872	Wendy L. Bowermon
EXPIRES: January 26, 2027	(Signature of Notary Public – State of FL)
(NOTARY SEAL)	Wendy L Bowerman
	Print, Type or \$tamp Commissioned Name of
	Notary Public)
Personally Known OR Produced Ide	ntification
Type of Identification Produced	
Page 1 of 1	



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/3/2025

CI BI RI	IIS CERTIFICATE IS ISSUED AS A M RTIFICATE DOES NOT AFFIRMATI LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AN	VEL) URA ID TH	/ OR NCE IE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEN NEAC	ND OR ALTI	ER THE CON BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER(	Y THE S), AU	POLICIES
lf	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to th	e ter	ms and conditions of th	e polic	y, certain po	olicies may r			
	UCER				CONTAC	CT Chris Wind	hester			
	kander Insurance Agency					, Ext): 407-62		FAX (A/C, No): 4	407-62	9-5407
	South Orlando Avenue, Suite 206 tland FL 32751				E-MAIL	ss info@ale	xfinancial.con	1		
IIICA								DING COVERAGE		NAIC #
				License#: L029632	INSURF		n Insurance C			35378
เทรบ	RED			REPSERV-01			s Indemnity C			25666
	Services, Inc.						Ins. Co., LTD			11000
	West Jessup Ave gwood FL 32750-4146						Insurance Co			38261
LOI	gwood FE 32750-4140					RE: Lloyd's C				
							merican Insu	rance Co		28932
<u> </u>	ERAGES CER	TIEK		NUMBER: 261418816	MOUNE	AF, Mariari		REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			E POL	ICY PERIOD
IN CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH		EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	Y CONTRACT	OR OTHER D	OCUMENT WITH RESPEC	ст то \	WHICH THIS
INSR LTR			SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
D	X COMMERCIAL GENERAL LIABILITY	man.	1140	21SBMBK3355		8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	
	X BUSINESS OWNERS							MED EXP (Any one person)	\$ 10,00	0
	BUSINESS OWNERS							PERSONAL & ADV INJURY	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ Below	
								PRODUCTO - COMPTON ACC	\$	
с				21UECHV0794		8/1/2024	8/1/2025	COMBINED SINGLE LIMIT	\$ 1,000	0,000
-				1.010.000				(Ea accident) BODILY INJURY (Per person)	\$	
									\$	
	AUTOS ONLY AUTOS X HIRED X NON-OWNED							PROPERTY DAMAGE	\$	
								(Per accident)	\$	
A	UMBRELLA LIAB X OCCUR			MKLV3EUL103353		8/1/2024	8/1/2025	EACHOCCURRENCE	\$ 5,000	0.000
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000	
	DED X RETENTION \$ 10,000								\$	
в	WORKERS COMPENSATION			UB-3J747620-24-42-G		8/1/2024	8/1/2025	X PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$ 1,000	),000
	OFFICER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
E	ERRORS & OMMISSIONS			ANE1939938.24		8/1/2024	8/1/2025	CLAIM/AGGREGATE OCCURRENCE/AGGREGATE		0000/\$2000000 0000/\$2000000
A F	GL-PRODUCTS COMPLETED INLAND MARINE			MKLV3PBC003347 MKLM2IM0002874		8/1/2024 11/8/2024	8/1/2025 11/8/2025	STORAGE LIMIT	\$500	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL City of Fort Lauderdale, a Florida muni								eral liat	bility policy
whe	re required by written contract.		-					- 2		-
Plea	ase see attached endorsement form(s):									
CG	.: CG 20 10 04 13									
					CANO					· · ·
					SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCELI	LED BEFORE
	City of Fort Lauderdale							EREOF, NOTICE WILL E	BE DE	LIVERED IN
	c/o Procurement Division					ORDANCE W	TH THE POLIC	Y PROVISIONS.		
	401 SE 21st Street				AUTHO	RIZED REPRESE	NTATIVE	······································	· · · · ·	
	Fort Lauderdale FL 33316					) I /				
	USA				Fetulatanska					
	. <u> </u>					<u> </u>	-	ORD CORPORATION.	استو اا ۵	hte meanuad
• • •	NPD 25 (2016(02)	-	h.a. 🗛	COPD name and large a		U 18	988-2015 AU	UND CORFURATION.	nii rigi	nus reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: MKLV3PBC003347

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not she	we above will be abown in the Declarations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



April 10, 2025

RE: Rep Services, Inc.

To whom it may concern:

Please be advised that McCauley Bond Agency manages the bonding needs for Rep Services, Inc.. They are bonded with Merchants National Bonding, Inc. and approved for single-size projects within the \$8,000,000 range, having an aggregate capacity of \$35,000,000. Our experience with Rep Services, Inc. has been excellent and we highly recommend them to you.

Merchants National Bonding, Inc. is Treasury listed, has an A.M. Best Rating of A (Excellent). Should Faithful Performance and Labor and Material Payment bonds be required, issuance is conditioned upon acceptable review of contract terms, contract amount, bond forms and financing for each project as well as other pertinent underwriting information at the time of the request.

If I can be of further assistance, please do not hesitate to contact me at 630-696-2068.

Sincerely, McCauley Bond Agency, LLC

5-911°C-17.Tr.

Sean McCauley, Jr. Attorney-In-Fact Merchants National Bonding, Inc.



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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alex Rausch; Ashlyn Simchik; Bridget Truxillo; Jarrod Yost; Liam Hackett; Sarah Timmons; Sean McCauley Jr; Sterling Ward

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of January , 2024



President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 22nd day of January 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of April

, 2025



POA 0018 (10/22)



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