

RESOLUTION NO. 2019-244

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND CENTURY INDUSTRIES, LLC TO PURCHASE A PORTABLE STAGE PURSUANT TO RFP NO. 08-14-19-11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Request for Proposal (RFP) No. 08-14-19-11 to contract with a qualified vendor to purchase a portable stage for special events as needed; and

WHEREAS, on July 18, 2019, the City issued two hundred fifty one (251) electronic invitations through the eBid System and received two (2) responsive submittals, which were evaluated by a selection committee comprised of John Yancey, Public Works Senior Lead Worker; Phil Randazzo, Parks and Recreation Superintendent; and Leonardo Moleiro, Special Events Planner; and

WHEREAS, the proposal was based on criteria stated in the RFP document, scope of services proposed, reference checks, and performance reference surveys; and

WHEREAS, the selection committee ranked Century Industries, LLC number one (1) and recommends they be awarded the contract for the purchase of a portable stage pursuant to RFP No. 08-14-19-11.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

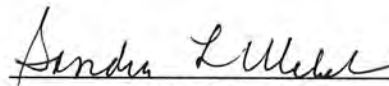
Section 2: That the City Commission has reviewed and hereby approves the attached agreement between the City of Coconut Creek and Century Industries, LLC to purchase a portable stage pursuant to the RFP No. 08-14-19-11.

Section 3: That the City Manager, or designee, is hereby authorized to execute the attached agreement between the City of Coconut Creek and Century Industries, LLC.


Section 4: That if any clause, section, other part or application for this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.


Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 10th day of October, 2019.


Sandra L. Welch, Mayor

Attest:


Leslie Wallace May, City Clerk



Welch	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Belvedere	<u>Aye</u>
Rydell	<u>Aye</u>

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
CENTURY INDUSTRIES, LLC
for
PORTABLE STAGE
RFP NO. 08-14-19-11

THIS AGREEMENT is made and entered into this 10th day of October, 2019 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Century Industries, LLC, a Foreign Limited Liability Company with offices located at 299 Prather Lane, PO Box C, Sellersburg, IN 47172 (the "Vendor") to furnish and deliver a Portable Stage pursuant to RFP No. 08-14-19-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The Contract documents consist of this Agreement, conditions of the contract of RFP No. 08-14-19-11, the Vendor's RFP response and any subsequent properly executed amendments to any of the aforementioned documents. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, the order of precedence is as follows: Duly executed amendments to this Agreement, this Agreement, the RFP and the Vendor's RFP response.

2) Product Supply

The Vendor shall supply a Portable Stage for the City as required by the contract documents and RFP No. 08-14-19-11, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.
- c) Vendor warrants to City that those products manufactured by Vendor and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of three (3) years after delivery.

3) Contract Sum

The City shall pay the Vendor in current funds to supply a Portable Stage in the Contract Sum of ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY dollars and ZERO cents (\$144,760.00) in accordance with the Contract Documents.

4) Time of Performance and Delivery

The work to be performed under this Agreement shall be commenced after the date that Vendor receives the Notice to Proceed and/or Purchase Order. The estimated start date is October 16, 2019.

a) The Portable Stage shall be completed no later than January 24, 2020.

b) The Portable Stage shall be received by the City no later than Wednesday, February 12, 2020 at the following address:

Coconut Creek Government Center –
Public Works Complex
4900 W. Copans Road
Coconut Creek, FL 33063

c) Vendor shall provide a training for City staff to take place within seven (7) business days from City's receipt of stage.

5) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

7) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall

be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Century Industries, LLC
Michelle McRae, Sales Manager
299 Prather Lane
PO Box C
Sellersburg, IN 47172
michelle@centuryindustries.com
Office: (812) 246-3371
Fax: (812) 246-5446
www.centuryindustries.com

8) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

9) Waiver of Jury Trial

Vendor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

10) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida. This venue clause shall supersede any venue clause contained in Vendor's Response to the RFP.

11) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

12) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Century Industries, LLC, signing by and through its Sales Manager, Michelle McRae, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M Brooks 10/10/19
Karen M. Brooks, City Manager Date

Leslie Wallace May 10/10/19
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/10/19
Terrill C. Pyburn, City Attorney Date

CENTURY INDUSTRIES, LLC

ATTEST:

[Signature]
(Corporate Secretary)

JOHN UHL
Type/Print Name of Corporate Secy.

Century Industries, LLC
Company Name

Michelle McKrae 9/18/19
Signature of Sales Manager Date

MICHELLE MCKRAE
Type/Print Name of Sales Manager



(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~ INDIANA
COUNTY OF Clark :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHELLE MCKRAE, of CENTURY INDUSTRIES a SALES MANAGER Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 18 day of SEPTEMBER, 2019.

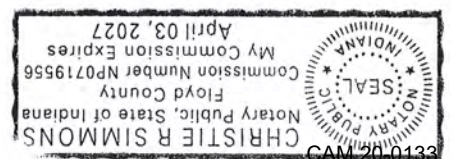
[Signature]
Signature of Notary Public

State of ~~Florida~~ INDIANA
Christie R. Simmons
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

DRIVERS LICENSE
Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.



Century Industries

BID #08-14-19-11
City of CoConut Creek, FL.

299 Prather Lane
PO Box C
Sellersburg, IN 47172
Phone 812-246-3371 Fax 812-246-5446
sumit@centuryindustries.com

SALESPERSON	QUOTE DATE:	EXPIRATION DATE:
Michelle McRae	9/12/2019	90 DAYS

MSM2800 "ShowMaster" 2000 SERIES

28ft long enclosed stage body
18" deep steel channel mainframe
60,000 lb. capacity pintle towing coupler
17,500 lb capacity crank tongue jack
Tandem axle suspension with (4) highway rated tires, electric brakes
(4) 25,000 lb capacity corner leveling jacks
Frame mounted level gauges
Rugged, all-weather FRP sound shell enclosure
28ft fold-down stage deck with skid resistant surface pattern, leveling legs, 125lb. live load capacity, hydraulic operation
Stage canopy extends beyond main stage for maximum protection, hydraulic operation with secondary safety locks
Self-contained 12VDC hydraulic system with remote operation pendant
Curb-side frame-mounted locking compartments for hydraulic and electrical systems
(2) diamond plate steel stairs with enclosed risers and hand rails
Highway lighting package with DOT marker and signal lights
AC electric system with power cable, breaker panel, receptacles, and (2) rows of dual tube fluorescent stage lighting
Neutral medium gray stage deck color to reduce heat build-up from the sun
Neutral medium gray stage interior for reduced glare and enhanced neutral appearance
Gel-coat exterior for UV protection and vandal resistance

1 MSM2800 - BASE UNIT (14' x 28')

Item #			
20528	1	Premium Anti-Corrosion Package Upgrade	
10208	1	Premium Stair Upgrade	
90636	1	Stage Deck Support Truss	
51002		7,000 Watt Enclosed Generator - Gasoline	(Delete) \$ 10,199
70002	1	Exterior Graphics -(28') Standard Pkg.	
70003	1	Interior Graphics - Standard Pkg.	
10209	1	Handicapped ADA Lift	
56060	1	Decorative Stage Skirt, 56ft. (Main Stage Deck)	
	1	(1-Day) On-Site Training	

MSM2800 Base Unit w/ Accessories (w/) FOB Shipping

Bid - TOTAL \$ 122,908

7K Generator ~~(\$10,199)~~
\$112,709

ADDITIONAL SOLUTIONS - SELECTED 09/10/19

90550	1	Hydraulic Leveling/Support System	\$8,994
51006	1	12,000 Watt Enclosed Generator - Diesel	\$15,451
42201	1	Electrical Stage Upgrade Package #1	\$3,142
91106	2	Solar Panels, (Qty.2 w/ Hyd. Jacks)	\$1,486
40028	1	Exterior Flood Light, (Qty.3)	\$574
91102	1	Banner Hardware Pkg.	\$1,679
TIR2002	1	Spare Tire	\$725
		Add-Ons Total	\$32,051
			\$144,760

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by

COCONUT CREEK

REQUEST FOR PROPOSALS



PORTABLE STAGE

RFP NO. 08-14-19-11

**PURCHASING AND CONTRACTS DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063**

eBid System: www.coconutcreek.net/purchasing
CITY OF COCONUT CREEK
PORTABLE STAGE
RFP NO. 08-14-19-11

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION
KAREN M. BROOKS, DEPUTY CITY MANAGER/CFO
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

Sunday, July 28, 2019

LEGAL NOTICE / REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide a Portable Stage to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No: 08-14-19-11
RFP Name: Portable Stage
Non-Mandatory Pre-Proposal Meeting: N/A
Due Date/Time: 11:00 AM EST on Wednesday, August 14, 2019

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to **Christina Semeraro, Senior Purchasing Analyst** at (954) 956-1524.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, July 28, 2019
Sunday, August 4, 2019

NTP

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all

types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the

contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or

other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any

RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant

to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing and Contracts Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing and Contracts Division in response to such questions will be issued on official addendum.

- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way

involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing and Contracts Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response

currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City

for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best

interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and

response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

17. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

18. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

19. Delivery

Time will be of the essence for any orders placed as a result of this bid document. 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.

20. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications 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.

21. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

22. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

23. Permits, Fees and Notices (If Applicable)

23.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

23.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

23.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including

subcontractors) working on the project for whom a Certificate of Competency is required.

24. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

25. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

26. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

27. 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.

28. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder 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 bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

29. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement

shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

30. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.

- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

31. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

32. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, *Florida Statutes*, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

33. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

34. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries

in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes as may be amended from time to time, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant 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.

- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

35. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

36. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

37. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract

at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

38. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from 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 contract, including its use by the City of Coconut Creek. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

39. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

40. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

41. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all

litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

42. Gratuities and Kickbacks

42.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

42.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

42.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

43. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped

by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (a) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

44. Confidential and/or Proprietary Information

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

45. Anti-Discrimination

That proposer shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Proposer, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment

because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

46. Default

46.1 Termination

Termination for Cause: Immediate

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Contractor shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

Termination for Cause: Time to Correct

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Contractor to correct the conditions to the satisfaction of the City. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Contractor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not

limited to termination of the Contract in which case the Contractor shall be liable for any and all damages arising from the default and breach of the contract.

Termination for Convenience of City

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process other than the Senior Purchasing Analyst regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Christina Semeraro, CPPO, Senior Purchasing Analyst
Email: csemeraro@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

2. Non-Mandatory Pre-Proposal Meeting

N/A

3. Minimum Qualification Requirements

3.1 Scope of Services Proposed

Clearly describe the ability to perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal.

3.2 Firm Qualifications

Proposers shall have been in the business of designing and furnishing portable stages for at least five (5) years.

Proposers shall provide a minimum of three (3) client references to which they have furnished portable stages in the last five (5) years.

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of product is relevant. The proposal must also identify the contact person and telephone number.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

4. Proposal Format

The proposal shall cover the following key information:

➤ Proposed Portable Stage

- Clearly describe the portable stage being proposed as included in the Price Proposal.
- Include photos of the stage and supply any video if available.
- Provide cut sheets of the stage showing overall stage size, component sizes and detailed specifications.
- Detail any additional stage options with prices.

➤ Qualifications and Experience

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- Include a list of awards or recognitions obtained, fieldwork capabilities and any other items of interest to support any claim of excellence.

Note: The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

➤ References & Past Performance

- Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past five (5) years, preferably governmental entities. For each client reference include (use provided References Form):
 - Project name and location
 - Scope of services provided
 - Cost of stage product
 - Contact person, title, business address, telephone and fax number, and email address
 - Contract month/year
- Proposer shall provide images of stages provided to clients demonstrating the range of features and offerings

➤ Design, Manufacturing and Delivery Time

Proposer shall provide information regarding their firm's commitment to product quality to include: Design and safety information, manufacturing and expeditious delivery of the stage to the City. Provide time frames for any stage options/packages proposed.

➤ Value-Added Features / Services

Proposer shall provide information regarding how their firm can be distinguished from the competition, i.e. value-added features, services and amenities.

5. Competency of Proposers

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or

recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

6. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

8. Schedule of Events

The City will use the following **tentative** time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	07/18/19
Non-Mandatory Pre-Proposal Meeting	N/A
Last Date of Receipt of Questions	08/06/19
Addendum Release (if required)	08/08/19
Proposals Due in eBid System (11:00 AM EST)	08/14/19
Compliance Review	08/14/19 – 08/20/19
Selection Committee Evaluations/Short List	08/21/19 – 08/23/19
Oral Interviews/Selection of 1 st Ranked Proposer	08/26/19 – 09/06/19
Contract Negotiations with 1 st Ranked Proposer	08/26/19 – 09/06/19
Commission Award of Contract	09/26/19

9. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Proposal Submission

- 10.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 10.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 10.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 10.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 10.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 10.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 10.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 10.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

10.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

11. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

Criteria

- Proposed Portable Stage
- Proposal Price
- Qualifications and Experience
- References and Past Performance
- Design, Manufacturing and Delivery Time
- Value-Added Features / Services
- Overall Proposed Stage Solution

11.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.

11.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

11.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

12. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

13. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where

one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

14. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

15. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

16. Award of Contract

- 16.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) Proposers if the City deems it is in its best interest.
- 16.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope

of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

- 16.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 16.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 16.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

17. **Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the stage product including labor, equipment, supplies, management, etc.

18. **Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Purchasing and Contracts Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. 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. Proposer, by submitting his proposal, agrees to abide by such modifications.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

18.1 **Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

19. Dispute Resolution

19.1 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

20. Scrutinized Companies pursuant to Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right

to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. Inspection, Direction, and Payment

- 21.1 The work will be conducted under the general direction of the Parks and Recreation Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 21.2 Contractor shall submit invoice after each event. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Parks and Recreation Director or designee.
- 21.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 21.4 The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 21.5 It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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**SECTION III
DETAILED REQUIREMENTS – SCOPE OF SERVICES**

1. Purpose

The City of Coconut Creek invites qualified and experienced vendors to submit proposals to provide the City with a 28’ Portable Mobile Stage.

2. General Specifications

Proposer shall provide the lump sum Proposal Price for a portable stage with the following base specifications:

Item / Feature	Description
Delivery	90-120 days from Purchase Order
Stage Size	28’ length
Stage Deck & Stairs	Fold-down 14’ depth – no stage extensions required Stairs for entrance on both sides Include support truss
Portability	Hitch required
ADA Compliant	Handicap accessibility: Ramp or lift
Electricity	Built-in generator with minimum 5KW
Canopy	Shall extend over main stage, hydraulic operation with secondary safety locks
Remote Operation	Self-contained hydraulic system with remote operation
Anti-Corrosion	Bandshell shall be weatherproof
Stage Skirt	Black durable material
Branding	Exterior and Interior graphics for City logo / verbiage; Proposer shall specify available space parameters
Storage	Proposer shall propose general solution for this item with pricing for any additional available solutions / packages.
Charging Versatility	Proposer shall propose general solution for this item with pricing for any additional available solutions / packages.
Stage Lighting	Proposer shall propose general solution for this item with pricing for any additional available solutions / packages.
Warranty*	Proposer shall propose general solution for this item with pricing for any additional available solutions / packages.
Maintenance*	Proposer shall propose options as applicable.
Training*	Proposal price shall be inclusive of at least one (1) training. Proposer shall provide a price for additional trainings as needed.
Emergencies*	Proposer shall propose available options if applicable.

* As applicable, Proposer shall provide separate detailed pricing information for these purposes.

3. Delivery and Acceptance

All items shall be delivered to a specified City address. All delivery costs and charges must be included in the proposal amount. No additional delivery charges will be authorized at time of invoice. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the RFP.

4. Pricing

Vendor agrees that Proposal Price includes all cost associated with labor, material, design, insurance, delivery, fuel, supervision and training.

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SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement & Acknowledgement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Florida Corporation Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Format: <ul style="list-style-type: none"> ➤ Proposed Portable Stage ➤ Proposal Price ➤ Qualifications and Experience ➤ References and Past Performance ➤ Design, Manufacturing and Delivery Time ➤ Value-Added Features / Services ➤ Overall Proposed Stage Solution 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sunbiz	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: 35 2026536

Proposer's Name (Print): MICHELLE McRAE

Title: SALES MANAGER

Address: _____

City/State/Zip: _____

Phone: X12 Fax: _____

Email: michelle@centuryindustries.com

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Michelle McRae
Proposer's Authorized Signature

8/9/19
Date

MICHELLE McRAE
Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide a Portable Stage pursuant to RFP No. 08-14-19-11, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Portable Stage, RFP No. 08-14-19-11 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Michelle McKee
Proposer's Name

Michelle McKee
Signature

8/6/19
Date

State of: INDIANA

County of: CLARK

The foregoing instrument was acknowledged before me this 6 day of Aug, 2019,

by Michelle McKee, who is (who are) personally known to me or who

has produced DRIVER LIC. as identification and who did (did not) take an oath.

Notary Public Signature



Notary Name, Printed, Typed or Stamped

Commission Number: NP0719556

My Commission Expires: April 3, 2027

CITY OF COCONUT CREEK
PORTABLE STAGE
RFP NO. 08-14-19-11

SCHEDULE OF PROPOSAL PRICES

**PROPOSER SHALL SUBMIT PROPOSAL PRICE
ELECTRONICALLY THROUGH THE
EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

PROPOSED PRICING

VISA Credit Card – Payment Method:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

INDEMNIFICATION CLAUSE
(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Century Industries
Contractor's Name

[Signature]
Signature

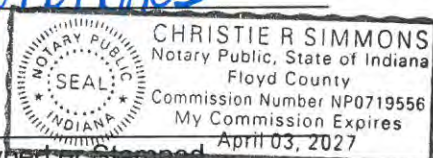
8/16/19
Date

State of: Indiana

County of: Clark

The foregoing instrument was acknowledged before me this 6 day of Aug, 2019, by Mitchell McRae, who is (who are) personally known to me or who has produced Drivers Lic as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature



Notary Name, Printed, Typed or Stamped

Commission Number: NP0719556

My Commission Expires: April 3, 2027

NON-COLLUSIVE AFFIDAVIT

State of INDIANA)
 County of CLARK)ss.

MICHELLE McRAT being first duly sworn, deposes and says that:

- (1) He/she is the SALES MANAGER
 (Owner, Partner, Officer, Representative or Agent)
 of CENTURY INDUSTRIES the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: Michelle McBae

Michelle McBae
(Printed Name)

Sales Manager
(Title)

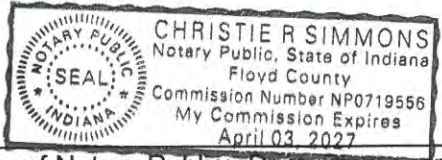
ACKNOWLEDGEMENT

State of INDIANA
County of CLATSOP

The foregoing instrument was acknowledged before me this 6 day of July,
20 19, by Michelle McBae, who is personally known to me or who has produced
Driver's Lic as identification and who did (did not) take an oath.

WITNESS my hand and official seal

Christie R Simmons
NOTARY PUBLIC



(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
Purchasing and Contracts Division
4800 West Copans Road
Coconut Creek, FL 33063

Submitted By: Michelle McRae
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

Check One

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Michelle McRae

The address of the principal place of business is: _____



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: 1997
b. State of Incorporation: Kentucky
c. President's Name: Bob Uhl
d. Vice President's Name: John Uhl
e. Secretary's Name: John Uhl
f. Treasurer's Name: Christy Simmons
g. Name and Address of Resident Agent: 299 Prather Ln. Sellersburg, IN.

3. If Proposer is an individual or a partnership, answer the following:

a. Date of Organization: N/A
b. Name, Address and Ownership Units of all Partners: _____

c. State whether general or limited partnership: _____

- 4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

- 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

- 6. How many years has your organization been in business under its present business name? 30 yrs

a. Under what other former name has your organization operated?

- 7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

SEE ATTACHED (SUBBIZ REG.)

- 8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing these services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

ND

- 9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

ND

- 10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE REF.

- 11. State the name of the individual(s) and titles who will personally supervise the work:

James Ritchie - Production Manager

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

Bob UHL - OWNER - 49%
JOHN UHL - VP - 48.5%
Greg Comfort - 2.5%

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

NWB

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

N/A

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
<u>MSM 2800</u>	<u>N. Hempstead NY</u>	<u>(118,940)</u>	<u>2018</u>	<u>100%</u>
<u>MSM 2800</u>	<u>Northfolk VA</u>	<u>(105,839)</u>	<u>2018</u>	<u>100%</u>
<u>MSM 2800</u>	<u>Baltimore MD</u>	<u>(133,756)</u>	<u>2018</u>	<u>100%</u>

17. Have you personally inspected the site of the proposed work?

Yes No

18. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes No

19. Did you attend the pre-proposal conference if any such conference was held?

Yes No No Conference Held

20. Bank References:

Bank	Address/City/State/Zip	Telephone

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.



Proposer's Signature

Date 8/6/19

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of INDIANA

County of Clark

On this the 6 day of Aug, 2019, before me, the undersigned Notary Public of the State of Florida, Personally appeared

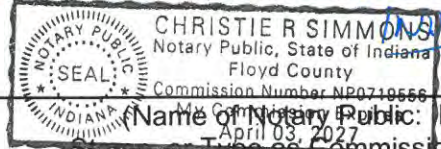
Michelle McKitt And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

Christie R Simmons
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ INDIANA

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

Printz Lic.
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. Key w/ SUBBIZ (SEE ENCLOSED REG FORM)

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes as amended from time to time, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within meaning of subsection (1):
 - (a) Maintaining, defending, or settling any proceeding.
 - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - (c) Maintaining bank accounts.
 - (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - (e) Selling through independent contractors.
 - (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - (i) Transacting business in interstate commerce.
 - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) Partnership, Joint Venture, Estate or Trust
- (II) Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption above, your firm will be considered a corporation and subject to the requirements of this section.



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

Michael J. ...
SIGNATURE OF AUTHORIZED AGENT OF BIDDER



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
CENTURY INDUSTRIES, LLC

Filing Information

Document Number M19000007340
FEI/EIN Number 35-2026536
Date Filed 07/31/2019
State KY
Status ACTIVE

Principal Address

299 PRATHER LANE
SELLERSBURG, IN 47172

Mailing Address

299 PRATHER LANE, PO BOX C
SELLERSBURG, IN 47172

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

UHL, BOB
299 PRATHER LANE, PO BOX C
SELLERSBURG, IN 47172

Title AP/SALES MANAGER

MCRAE, MICHELLE
299 PRATHER LANE, PO BOX C
SELLERSBURG, IN 47172

Title MGR

UHL, JOHN
299 PRATHER LANE, PO BOX C
SELLERSBURG, IN 47172

Title VP

UHL, JOHN
299 PRATHER LANE, PO BOX C
SELLERSBURG, IN 47172

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

Florida Department of State, Division of Corporations

REFERENCES

The following is a list of at least four (4) references that Contractor has provided similar service in the past three (3) years. Government agency references are preferred.

1. Client Name: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____
Contract Month/Year: _____ Contract Amount: \$ _____

2. Client Name: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____
Contract Month/Year: _____ Contract Amount: \$ _____

3. Client Name: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____
Contract Month/Year: _____ Contract Amount: \$ _____

NOTE: Additional references may be attached and provided.

SEE ATTACHED

18 REFERENCES ENCLOSED

References

Miami Gardens City of; 0003148 18605 N.W. 27TH AVENUE Miami Gardens, FL 33056 (305)622-8000	Year: 2016 MSM2400	Miami Gardens City of; 0003149 1515 NW 167th St Ste 200 Miami Gardens, FL 33056 (305)622-8000	Year: 2016 MSM2400
Ocala City of; 0003186 828 NE 8 Ave. Ocala, FL 34470 (352)368-5517	Year: 2016 MSM3600	Pompano Beach Fleet Ops; 0003214 Pompano Beach, FL 33060 (954)786-4033	Year: 2016 MSM3600
Cooper City; 0003255 9000 SW 50th Place Cooper city, FL 33329 (954)434-4300	Year: 2017 MSM3200	Orlando City of; 0003283 1010 South Westmoreland Dr. Orlando, FL 32805 (407)246-3065	Year: 2018 MSM3200
Pembroke Pines; 0003288 10100 Pines Blvd. Bldg. (B) 2nd F Pembroke Pines, FL 33028 (954)435-6525	Year: 2018 MSM3600	Lakeland City of; 0003305 Lakeland, FL 33801 (863)413-2880	Year: 2018 MSM3200
NAS Key West; 0003354 Key West, FL 33040 (305)797-1813	Year: 2019 MSM2400	Snellville City of; 0002826 2342 Oak Road Snellville, GA 30078 (770)985-3517	Year: 2012 MSM2800
Ringgold City of; 0003036 150 Tennessee Street Ringgold, GA 30736 (706)935-3061	Year: 2014 MSM2400	Ramstein Air Base Germany; Mitchell Heben 86 FSS/F SR Bldg. 2128 APO AE, Germany 09094-3221 0631-47-6020	Year: 2017 MSM3600
Naval Station Pearl Harbor; 0003116 CSSO CENTRAL WAREHOUSE Honolulu, HI 96818 (808)306-8830	Year: 2015 MSM3600	Normal Town of; 0003144 11 Uptown Circle Normal, IL 61761 (309)454-9540	Year: 2016 MSM2400
Cass County Community Foundation; 0002894 1212 Riverside Dr. Logansport, IN 46947 (574)753-6969	Year: 2013 MSM3600	Shelby County Plan Commission; 0003118 25 West Polk Street, Room 201 Shelbyville, IN 46176 (317)512-4306	Year: 2015 MSM3200
North Vernon City of; 0003188 Clerk-Treasurer 143 East Walnut North Vernon, IN 47265 (812)346-5907	Year: 2016 MSM3600	Franklin City of; 0003213 396 Branigin Blvd Franklin, IN 46131 (317)736-3689	Year: 2016 MSM3600

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that Century Industries does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Proposer's Signature


Century Industries
 299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
 Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

Date 8/6/19

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 08-14-19-11 for Portable Stage.
2. This sworn statement is submitted by CENTURY INDUSTRIES (name of entity submitting sworn statement) whose business address is 299 Feather Lane and (if applicable) its Federal Employer Identification Number (FEIN) is 352026536. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Michelle McKee and my
(Please print name of individual signing)
relationship to the entity named above is Sales Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**

The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)

10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.

11. Conviction of a public entity crime shall be cause for disqualification.

Century Industries

299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

Michelle McNeil
Signature

Date: 8/6/19

State of: INDIANA

County of: Clark

The foregoing instrument was acknowledged before me this 6 day of Aug,
20 19, by Michelle McNeil, who is (who are) personally known to me or who has
produced Drivers Lic as identification and who did (did not) take an oath.

Christie R Simmons
Notary Public Signature

CHRISTIE R SIMMONS
Notary Name, Printed, Typed, or Stamped
Notary Public, State of Indiana
Commission Number NP0719556
My Commission Expires
April 03, 2027

Commission Number: NP0719556

My Commission Expires: April 3, 2027

SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

I, MICHELLE McROE, on behalf of CC
Print Name

certifies that CENTURY INDUSTRIES does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

[Signature]
Signature

SOLTS MANAGER
Title

X12
Phone

8/6/19
Date



2019 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/18

This Certificate Expires on December 31, 2019

Business Name and Location Address

Certificate Number

CENTURY INDUSTRIES INC
4514 BUD PRATHER RD
SELLERSBURG, IN 47172-9724

78-8012077935-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, Android devices, and Windows phones.

Century Industries

BID #08-14-19-11

299 Prather Lane
 PO Box C
 Sellersburg, IN 47172
 Phone 812-246-3371 Fax 812-
sumit@centuryindustries.com

SALESPERSON	QUOTE DATE:
Michelle McRae	8/8/2019

MSM2800 "ShowMaster" 2000 SERIES

28ft long enclosed stage body
 18" deep steel channel mainframe
 60,000 lb. capacity pintle towing coupler
 17,500 lb capacity crank tongue jack
 Tandem axle suspension with (4) highway rated tires, electric brakes
 (4) 25,000 lb capacity corner leveling jacks
 Frame mounted level gauges
 Rugged, all-weather FRP sound shell enclosure
 28ft fold-down stage deck with skid resistant surface pattern, leveling legs, 125lb. live load capacity, hydraulic operation
 Stage canopy extends beyond main stage for maximum protection, hydraulic operation with secondary safety locks.
 Self-contained 12VDC hydraulic system with remote operation pendant
 Curb-side frame-mounted locking compartments for hydraulic and electrical systems
 (2) diamond plate steel stairs with enclosed risers and hand rails
 Highway lighting package with DOT marker and signal lights
 AC electric system with power cable, breaker panel, receptacles, and (2) rows of dual tube fluorescent stage lighting
 Neatural medium gray stage deck color to reduce heat build-up from the sun
 Neatural medium gray stage interior for reduced glare and enhanced neutral appearance
 Gel-coat exterior for UV protection and vandal resistance

1 MSM2800 - BASE UNIT (14' x 28')

Item #	Pkg.	
20528	1	Premium Anti-Corrosion Package Upgrade
10208	1	Premium Stair Upgrade
90636	1	Stage Deck Support Truss
51002	1	7,000 Watt Enclosed Generator - Gasoline
70002	1	Exterior Graphics -(28') Standard Pkg.
70003	1	Interior Graphics - Standard Pkg.
10209	1	Handicapped ADA Lift
56060	1	Decorative Stage Skirt, 56ft. (Main Stage Deck)
	1	(1-Day) On-Site Training

MSM2800 Base Unit w/ Accessories
 (w/) FOB Shipping

TOTAL \$ 122,908

ADDITIONAL SOLUTIONS - MSM2800

HYDRAULIC LEVELING			
90550		Hydraulic Leveling/Support System	\$ 9,255
84444		Hydraulic Hitch Jack	\$ 2,154
90551		Wireless Remote Control	\$ 2,126
BUILT-IN GENERATOR			
51005		8,000 Watt Enclosed Generator - Diesel	\$ 11,283
51006		12,000 Watt Enclosed Generator - Diesel	\$ 15,900
THEATRICAL SYSTEMS			
42014		PRO-1 LED Light Pkg., Qty.8	\$ 6,898
42015		PRO-2 LED Light Pkg., Qty.16	\$ 12,185
42101		LED Light Support Bars, (Per Pair)	\$ 1,194
42010		Powered Movie Screen w/ Projector Hardware	\$ 4,431
SOUND SYSTEMS			
41110		Pro-1 Sound System Pkg.	\$ 3,452
41111		Pro-2 Sound System Pkg.	\$ 5,323
41112		Pro-3 Sound System Pkg.	\$ 8,954
91104		Speaker Hanging Hardware, (Qty.2)	\$ 392
51110		AV Cabinet (Built-In)	\$ 4,191
90449		Drum Riser	\$ 2,061
42011		4'W x 8'L - Sound Diffuser Curve Tiles, (Qty.5)	\$ 4,670
ELECTRICAL			
42201		Electrical Stage Upgrade Package #1	\$ 3,233
51007		220V/200 Amp Panel Box	\$ 1,273
40030		120V Duplex Receptacle, (Qty.2)	\$ 412
40028		Exterior Flood Light, (Qty.3)	\$ 591
40029		Compartment Light, (Qty.2)	\$ 356
STAGE EXTENSIONS			
20202		4' x 8' Ext. Sections, (Qty.7)	\$ 8,085
56060		Decorative Stage Skirt, 16 ft.	\$ 592
GRAPHICS & MESH BANNERS			
90935		Verticle Hanging Mesh Banners, (Qty.2)	\$ 1,558
91102		Banner Hardware Pkg.	\$ 1,728
90917		28' -Folding Canopy Marquee, (Graphics Not Included)	\$ 3,919
ADDITIONAL ACCESSORIES			
11003		Deck Tie-Downs, Six (6)	\$ 696
10235		60" Equipment Storage Locker	\$ 1,234
10139		Personnel Door	\$ 1,997
90920		12' Alum. Equipment Loading Ramp	\$ 2,016
51111		5th Wheel Coupler	\$ 3,993
70104		Goose Neck Hitch	\$ 3,993
90553		Spare Tire Mount Bracket	\$ 337
TIR2002		Spare Tire	\$ 746
		(1-Day) On-Site Training	\$ 1,800

ShowMaster



Mobile
Community
Staging



ShowMaster™

MOBILE SOUND SHELL COMMUNITY STAGES

Add a professional dimension to your outdoor events while saving time and man power **Century's ShowMaster Mobile Community Stages** offer a mobile acoustic shell stage featuring unmatched sound, lighting and visual controls, permitting a variety of outdoor special events and performances throughout your entire community.

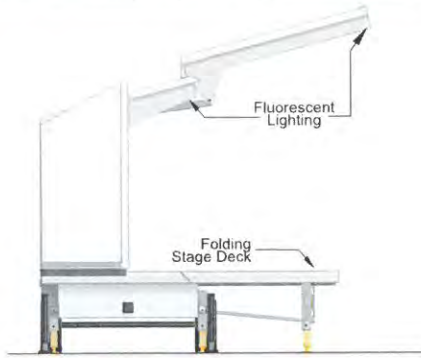
An onboard, self-contained, hydraulic actuation system permits fast, easy, one-person push-button setup for a stage that is ready to go whenever needed.

A choice of stage models permits you to select the stage size best suited to your event and performance needs.

ShowMaster™ Mobile Stage Features

- **Smooth, Seamless Shell** – rugged, damage-resistant stage enclosure with an attractive professional appearance providing a visual backdrop, weather protection, sound and lighting control, plus security during between events. Acoustically active panels enhance audience experience during outdoor performances. Neutral gray interior color enhances skin tones while reducing glare. Smooth, seamless body panels are ideal for large, highly visible promotional graphics.
- **All-Weather Stage Deck** – exclusive seamless, composite Duradeck provides a sound dampened, textured surface. Folding front stage deck is the same length as the rear main deck permitting one-person setup, as no additional assembly is required to achieve the full rated stage width. Stage deck height is adjustable using the built-in leveling jacks. Neutral gray deck color remains cool in direct sun unlike black stage decks.
- **Full-Length Stage Canopy** – extends beyond the front edge of the folding stage deck and the stage sides, providing maximum coverage and weather protection for the stage area on the three crucial sides, while also positioning the stage lighting beyond the end of the stage for optimum illumination of the stage area and performers.
- **Safety Features** – ShowMaster™ stages incorporate numerous safety features including dual canopy locking systems, control safety switches, and the industry's highest independently certified wind-load capacity.

2019

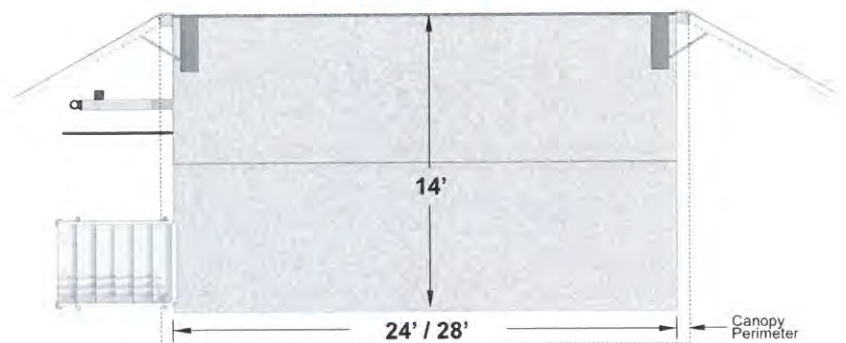


Side View



Front View

Top View



Century Industries
MSM2000 Series
ShowMaster
Mobile Sound Shell

ShowMaster? Mobile Stage Standard Features

- **Self-contained hydraulic system** – with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.
- **Powered protective canopy** - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.
- **Powered stage deck** - all-weather folding stage deck that is equal in length to the main rear stage deck.
- **Highway Rated Tires** - includes electric brakes on four wheels.
- **Heavy-duty tandem axle suspension** - equalizer system allows towing over curbs and rough ground.
- **Pintle towing coupler** – rugged lunette ring coupler. (ball coupler available on request)
- **Heavy-duty Tongue Jack** – mounted on trailer tongue.
- **Rugged support frame** – dual 18” deep steel-channel backbone main-frame.
- **Crank leveling/support jacks** - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.
- **Breaker panel** – 125 amp capacity, (3) 20 amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.
- **LED stage lighting** – two rows of dual-tube fluorescent lights mounted at front edge of canopy and at the canopy hinge line providing maximum stage and performer illumination.
- **Storage lockers** – two curb-side compartments with locking hardware for equipment and systems security.
- **Stairs** – (2) sets of steel stairs with enclosed ADA tread-plate treads, adjustable leveling legs, and removable safety handrails on two sides.
- **DOT required** - signal, marker lights, reflectors, and license light, with 12VDC connector cable.
- **Certified by Structural Engineer (IBC2012)**

Model	Stage Size
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MSM2800 14'D x 28'L

Options

Recommended Options



Adjustable Acoustic Wall Panels – mounted at stage left and stage right, movable panels pivots from closed Clocked position through 270 degrees. then opened, hinged panels increase the visual backdrop by 16 ft., increase audience viewing angles, improve sound control by directing and focusing sound toward audience, improve the acoustic environment for performers, provide a back drop for sound wings, and permit loading access when stage deck and canopy are closed. Adjustable lock bars allow a choice of secured positions. manels lock for security.....

90650



Premium Anti-Corrosion Package – provides increased corrosion resistance reducing maintenance and increasing stage life. All steel frame members shall be hot dipped galvanized for maximum corrosion protection. eardware upgrades include anodized aluminum perimeter stage rail, galvanized deck hinge and stainless steel fasteners.

MSM2400
MSM2800
MSM3200
MSM3600

20524
20528
20532
20536



Premium Stair Upgrade – upgrade from painted steel to welded 1/8" and 3/16" aluminum plate stairs for lighter weight and rust-free corrosion resistance. Adjustable footpads shall be provided at the bottom of stairs to accommodate uneven ground. stairs shall attach to movable stage sections and to all sides of the main folding stage deck. removable handrails shall be anodized aluminum. stairs shall have fully enclosed risers between threads. 36" wide stair. (Qty.2).....

10208



Stage Deck Support Truss – 19" deep galvanized steel support truss is attached to the understructure of the fold-down stage deck, and extends the length of the stage deck. A linkage automatically extends the truss as the stage deck lowers, maintaining the truss position perpendicular to the ground. Truss features fast, two-point leveling. deck truss upgrade replaces the standard multiple deck support legs, quickly producing a stage deck that is both level and straight, significantly reducing set up time.

90636

Options

Accessories



Handicapped Access Lift – installed at the back stage door , always available and readily accessible, lift provides wheel chair accessibility from ground level to stage deck level. Lift is hydraulically actuated and is controlled by a remote pendant with a 6ft cable. Lift platform is 45" long x 30" wide, and features a slip resistant surface. Lift platform stows inside the rear door and is supplied with a gray cover. Lift capacity is 700lbs

10209



Personnel Door – double-wall, welded aluminum entrance door mounted on stage backwall with full length hinge and locking stainless steel hardware.

10139



Hydraulic Leveling/Support System – upgrades corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted 16,000 lb. capacity (each) jacks. Each jack to have a pilot operated lock valve the hydraulically locks the jack leg position in the event of a hydraulic failure. Jacks pivot 90 degrees for increased ground/curb clearance during towing, preventing damage to the jacks while significantly increasing the amount of effective jack travel available to level or raise the stage.....

90550

Options

Equipment & Accessories

Wireless Remote Control – compact twelve (12) button remote control allows complete freedom to move around the stage during set up for improved view. Remote operates stage through discrete frequencies and ID codes enhancing safety. Control operates stage canopy, stage deck, and optional hydraulic leveling/support jacks if installed.	90551
Hydraulic Hitch Jack – upgrade the standard tongue jack to a push-button 16,000lb capacity hydraulically operated jack, permitting fast, easy, safe disconnection from the tow vehicle	84444
Flush Equipment Tie - Down – flush deck mounted tie-downs secure equipment inside stage during transport. 1,500lb minimum pull capacity. \$/Ea	11003
Decorative Stage Skirt – encloses lower perimeter of stage deck enhancing appearance for audience. Skirt is 100% synthetic fiber for maximum weather, mildew, and soil resistance, and easy care and handling. Velcro attachment and heavily weighted for wind. Price per foot	56060
4'x 8' All-weather Stage Extension Section – has weather-resistant Duradeck surface with non-skid pattern to match mobile stage deck. Each section is framed with a rust-free, heavy-duty 7" high extruded aluminum channel. freestanding sections are supported by four (4) adjustable leveling support legs. back leg has both coarse and fine height adjustments. extension sections attach to each other, to the stage perimeter, and will accommodate stairs. Three (3) connector clamps are included with each stage extension section	20202
60" Equipment Storage Locker – provides secure storage for equipment in a large weather-tight compartment. Locker door is attached to frame by concealed hinge and is secured by large stainless steel "D" ring latch with keyed lock. Compartment door is weather sealed. 60"l x 20"h x 25"d.....	10235
Equipment Loading Ramp – 12'l x 35"w lightweight aluminum loading stage ramp is lightweight for easy portability. Ramp is designed to provide a smooth transition from ramp to the ground. Ramp deck provides superior traction. Ramp attaches to the stage perimeter.....	90920

Options

Transport

Spare Tire – Full-size spare tire and wheel match the vehicle's original tire dimensions.....	TIR2002
5th Wheel Hitch	51111
Gooseneck Hitch	70104
Air-ride suspension – Provides smooth tow quality. Upgrading replaces conventional steel springs to Air Ride Suspension you can achieve increase both comfort and load capacity simultaneously. Model: HT190U/HS190U. Capacity 20,000 lbs (9,000 kg).....	12115

Options

Electrical

Electrical Upgrade Package #1 – breaker panel and receptacle upgrade for MSM series stages, includes base electrical system, main breaker with ten (10) additional circuit breakers, sixteen (16) receptacles mounted in front edge of canopy on eight (8) circuits, and two (2) duplex receptacles mounted in canopy rear on two (2) circuits. Power cord is upgraded to 50 ft of 6/4t cable.	42201
220V/200 Amp Panel Box – Single phase, 3 wire, 24 circuits, 6 single pole breakers and 2 double pole breakers, copper bus, 120/240 Volts ac. 22,000 interrupting capacity. Suitable for use for larger bands with sound equipment.....	51007
120V Duplex Receptacle – Tamper resistant GFCI outlets are installed along back stage wall when extra power is required. GFCI outlets are used in outdoor location where the risk of electrical shock is higher than usual. Tamper resistant design prevents small items from entering electrical devices and shocking someone. \$/Ea.....	40030
Solar Battery Charger – helps maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight. Note: not intended to power hydraulic system or recharge fully discharged batteries.	
7,000 Watt Enclosed Generator Package – gasoline fueled generator is fully enclosed in a locking frame mounted exterior compartment with sound proofing for extra quiet operation. Includes hour meter, electric start, and fuel tank. Built - in generator is always on board when needed and does not need to be lifted on and off stage deck. Powers 42006 & 42008 lighting packages.	51002
8,000 Watt Enclosed Generator Package – 120V/240V, 66.6/33.3 amp 60Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). <i>(Available on all MSM stage models.)</i>	51005
12,000 Watt Enclosed Generator Package – 120V/240V 100/50 Amp 60Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). <i>(Available on MSM3200 & MSM3600 stages).</i>	51006
Exterior Flood Light – provides (3) lights for safety and working during night hours. Light has a shock-absorbing weatherproof body that will not rust, dent, or scratch. Light is fully adjustable for aiming. 12VDC/3.2 Amps. Switch controlled, self - contained operation provides light when stage is not plugged into AC power source. Lights are mounted on stage curbside and hitch and to allow nighttime loading and safe towing hook-up. \$/Ea.....	40028
Compartment Light – light is mounted inside stage providing light for working or loading during night time hours. Multi - position switch allows high, low, and off settings. 12VDC operation allows self-contained operation from the stage battery system. \$/Ea.....	40029
Theatrical Light Support Bar extends and supports theatrical light fixtures from the front edge of the stage canopy. Each weather resistant stainless steel "T" - bar support holds up to four (4) par fixtures, and pivots into canopy with lights attached) for secure storage during transport when not in use. One (1) pair of support bars is required for Basic and lighting package #1 (total of eight (8) par fixtures). Two (2) pair of support bars are required for intermediate and lighting package #2 (total of sixteen (16) fixtures). per pair	42101

Note: Support bar does not include PAR lights – see optional lighting packages

Options

Video

9'X12' Movie Screen – electric/motorized screen is ideal for outdoor stage theater applications for commercial presentations. It is designed for ceiling installation. Motor in-the-roller design ensures a silent operation and the front access panel of the case allows easy access. electric screen offers preset adjustable limit switches to automatically stop the screen at the desired viewing level. Available in both 110 and 220 volt models. Includes standard control module level, 3-button wall switch with box and cover plate. <i>*(Movie Projector not included)</i>	42010
<ul style="list-style-type: none"> - Optional Wireless Remote – 3-button control infrared transmitter with receiver. 2 -AAA batteries included. pingle touch control operates up to 50 ft. away. - Radio Remote - Projector Canopy Hardware 	

Options**Theatrical Lighting Systems**

BASIC LIGHTING PACKAGE - Lighting Controller capable of handling up to 8 intelligent LED lights with up to 16 channels each • Increase design flexibility with 128 channels of DMX control. (8) PAR 56 LED tri-color weatherproof fixtures. (8) Fixture Clamps. (8) Safety Cables. (7) Outdoor rated, power extensions. (7) Data Extensions, Outdoor rated. (1) 3-Pin DMX Cable 50'0.

(Note: Theatrical Light Support Bars #42101 are sold separately.) **42012**

INTERMEDIATE LIGHT PACKAGE - (1) Lighting Controller capable of controlling up to 12 intelligent LED lights with up to 16 channels each • Includes 192 channels and 30 banks of 8 scenes for a maximum of 240 scenes. (16) Tri 12 LED Light Fixtures outdoor-rated, tri-color LED Weatherproof fixtures. (16) Fixture Clamps, (16) Safety Cables, (15) Meter Power Extensions, (15) Meter Data Extensions, (2) 3-Pin DMX Cable 50'0.

(Note: Theatrical Light Support Bars #42101 are sold separately.) **42013**

PROFESSIONAL THEATRE LIGHTING PACKAGE #1 - (1) Theater-style Lighting Controller designed to control LED Par fixtures as well as relay and dimmer packs • Saves space by squeezing 48 channels into a 24-channel console • Achieve smooth transitioning between live stage looks with built-in, two-scene cross faders • Increase programming and playback versatility with two programmable auxiliaries • Simplify programming by using DMX channel patching to reassign channels • Increase flexibility with built-in MIDI support for remote dimming and scene triggering • Coordinate your light shows to music using the direct audio input connector. (8) Tri 24 LED Light Fixtures - outdoor-rated, tri-color LED wash light designed for any outdoor event • Weatherproof fixtures perfect for outdoor events. (8) Fixture Clamps, (8) Safety Cables, (7) Meter Power Extensions, (7) Meter Data Extensions, (1) 3-Pin DMX Cable 50'.

(Note: Theatrical Light Support Bars #42101 are sold separately.) **42014**

PROFESSIONAL THEATRE LIGHTING PACKAGE #2 - (1) Theater-style, Lighting Controller designed to control LED Par fixtures as well as relay and dimmer packs • Saves desk space by squeezing 48 channels into a 24-channel console • Achieve smooth transitioning between live stage looks with built-in, two-scene cross faders • Increase programming and playback versatility with two programmable auxiliaries • Simplify programming by using DMX channel patching to reassign channels • Increase flexibility with built-in MIDI support for remote dimming and scene triggering • Coordinate your light shows to music using the direct audio input connector or built-in microphone • Ability to stack scenes for simultaneous or sequential playback. (16) Tri 24 LED Light Fixtures - outdoor-rated, tri-color LED wash light designed for any outdoor event • Weatherproof fixtures perfect for outdoor events. (16) Fixture Clamps, (16) Safety Cables, (15) Meter Power Extensions, (15) Meter Data Extensions, (2) 3-Pin DMX Cable 50'.

(Note: Theatrical Light Support Bars #42101 are sold separately.) **42015**

Options**Sound Systems**

PRO-SOUND SYSTEM #1 - (1) 12-Channel Sound Mixer Console features a versatile all-in-one console that can handle up to 12 inputs with internal effects. 12 Input channels (6 Mics + 4 Stereo line inputs), 3 band EQ (Ch 1-7/8), 2 band EQ (Ch 9/10-11/12), 4 busses (Stereo + 2 groups), 1 Aux send + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effects, XLR Connectors, Light weight (3.2 kg) (2) Sound Speakers are 225W amp to power the 12" woofer and a 75W amp to power the 1.75" compression driver. With a frequency range of 50Hz to 20kHz and a max. SPL of 121dB. Equipped with a 2-band EQ. The powered subwoofer has a built in high pass filter. (2) 50' speaker cables. (2) Sound Speaker Stands - Set of Two with Bag. (2) Microphone Stands w/Telescoping Boom. (2) Shure Microphone's. (4) 50' Mic Cables.....

41110

PRO-SOUND SYSTEM #2 - (1) 16-Channel Mixing Console., 6 busses, and all the outstanding digital effects you'll need built in. 16 Input channels (10 Mics + 4 Stereo line inputs), 3 band Mid-sweep EQ (Ch 1-8), 3 band EQ (Ch 9/10-15/16), 6 busses (Stereo + 4 groups), 2 Aux sends + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effect, XLR Connectors, Light weight (5.5 kg), Rack Mountable. (2) Sound Speakers Bi-amplified 12" cone type woofer and 1.75" compression driver deliver total output power of up to 400 watts (LF: 300 watts, HF: 100 watts burst. Input level range from -36 dB to +4 dB accepts output from your mixer as well as microphones, synthesizers, or other electronic musical instruments. (2) Tripod Speaker Stands, Min / Max Height: 48/81 Inches (1219/2057 mm) (4) Microphone Stands, Min / Max Height: 6/99 Inches (152/2515 mm) (4) Hand Microphones W/Switch (6) 50' Mic. Cables.....

41111

PRO SOUND SYSTEM #3 - (1) 24-Channel Premium Mixing Console. 16 Mic Inputs with 48V Phantom Power and HPF per Channel, 24 Line Inputs (16 mono and 4 stereo), 6 AUX Sends + 2 FX Sends, 4 GROUP Buses + ST Bus, 2 Matrix out, 1 Mono out. (1) Power Amplifier delivers 3200 watts. Independent sweepable high-pass and low-pass filters on each channel so you can optimize output for subwoofer or full range systems. (4) Weatherized Sound Speakers with high-impact polypropylene enclosure. Up to four anchor-plate attachments. High sensitivity, 131 dB maximum SPL. Power handling: 600 W continuous, 2400 W peak (1) CD player features USB port on front panel for iPod and other devices. iPod compatibility. CD-R/RW disc playback compatibility. MP3 and WMA compatibility with numerous convenient playback functions. (4) Tripod Speaker Stands, Min / Max Height: 48/81 Inches (1219/2057 mm) (2) Microphone Stands, Min / Max Height: 6/99 Inches (152/2515 mm) (2) Hand Microphones W/Switch (2) 25' Speaker Cables (2) 50' Speaker Cables (2) 50' Mic. Cables.....

41112

Options

Sound Systems

Hanging Speaker Hardware Package – Stainless steel brackets that offer the perfect support for a variety of speakers to hang from front of the Showmaster stage.....	91104
Sound Diffuse CURVE Tiles – removable light weight 4x8 help dampen reflective reverberation problems and reduce overall ambient or unwanted monitor feedback and hot-spot reflection points to effectively clean up sound. Panels attach to stages back rear wall, weather resistant w/washable fabric material and variety of colors to choose from. \$/Ea.....	42011
<i>**Optional graphic image printing available. Panels will not only take care of your sound issues, but can add extra flair and style to the interior stage.</i>	
AV Cabinet/Built-In - audio/visual cabinet with (6) angled shelves, electric receptacle, fluorescent cabinet light, door with locking stainless steel 'D' ring handle, welded .090 aluminum construction painted to match stage interior, 72" high, 36" wide, 24" deep.	51110
Drum Riser - Provides height for drummers that want to rise above the crowd. Sturdy, lightweight and compact. Kit consists of (2) 4'x8' sections with 6" legs.....	90449

Options

Graphics



Custom Exterior Stage Graphics – increase your visibility, promote your community, organization, and sponsors with custom designed exterior graphics that are visible when ever the stage is on the road or set up for an event	70002
Custom Interior Stage Graphics – promote your community, organization, and sponsors with custom designed interior graphics that are visible when ever the stage is open for an event	70003
Hanging Banners – event banners hang from each end of stage canopy (1) Pair.....	91103
Canopy Marquee – folding marquee sign mounted above front edge of canopy. Sign extends canopy length. Fluorescent lighting provides night time illumination. <i>(Does not include graphics)</i>	90916 - 24 90917 - 28 90918 - 32 90919 - 36
Banner Hanging Hardware – (1) Pair.....	91102



PO Box C Sellersburg, IN 47172 USA
 800/248-3371 812/246-3371
www.centuryindustries.com

GSA & CMAS

Prices and specifications are subject to change without notice

REGULAR INSPECTIONS

EACH TRIP

- Proper Loading
- Hydraulic Hose Condition
- Coupler/Hitch Condition
- Trailer Connection
- Wall Panels - Scratches & Gouges

MONTHLY INSPECTION

- Hydraulic Fluid Level
- Battery Condition
- Spring Hanger And Suspension Bolts
- Door Closures

ANNUAL INSPECTION

- Trailer Marker And Signal Lights
- Electric Brake Operation
- Tire, Wheel And Suspension Conditions
- Hinge Lubrication
- Door Latch/Lock Lubrication
- Wheel Bearings
- Brake Condition
- Jack Gear Lubrication
- Stage Clamp Lubrication
- Coupler Lubrication
- Lubricate Adjustable Leveling Pads On Stairs, Stage Deck, And Extension Sections

NOTIFICATION OF SAFETY DEFECTS

If you believe that your vehicle has a defect that could cause a crash or could cause injury or death, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) in addition to notifying COMPANY NAME.

If NHTSA receives similar complaints, it may open an investigation, and if it finds that a safety defect exists in a group of vehicles, it may order a recall and remedy campaign. However, NHTSA cannot become involved in individual problems between you, your dealer, or COMPANY NAME.

To contact NHTSA, you may either call the Vehicle Safety Hotline toll-free at 1-888-327-4236 (TTY: 1-800-424-9153), go to <http://www.safercar.gov>; or write to:

Administrator

NHTSA

1200 New Jersey Avenue S.E.

Washington, DC 20590

You can also obtain other information about motor vehicle safety from <http://www.safercar.gov>.

Century Industries

299 Prather Lane
 PO Box C
 Sellersburg, IN 47172

BID# 08-14-19-11

ALTERNATE #1 : 16' x 24' FR4300 - Bandstand Stage

SALESPERSON	QUOTE DATE:
Michelle McRae	March 03,2019

Simple Stage Setup - roof canopy raises and tilts hydraulically. Folding canopy and stage deck are equipped with hydraulic (2-Button) remote control to facilitate setup in (3 -min.) or less.

Clear sight lines: Canopy is free of vertical columns or post connecting the roof corners to the stage deck.

Protective canopy - full-coverage roof extends beyond the deck perimeter. Aluminum support structure is covered by rugged vinyl coated polyester fabric.

Stage deck - all-weather folding stage decks form 20ft or 24ft long stage.

Guardrails - removable aluminum guardrails are provided at rear of stage deck only.

Heavy-duty single-axle suspension - smooth towing with exceptional maneuverability. Electric brakes on all wheels.

Crank leveling/support jacks - heavy-duty frame mounted jacks provide stage leveling.

Deck support truss - folding decks are supported by welded aluminum leveling trusses for accurate expedited set up.

Enclosed mechanical compartment - welded aluminum compartment protects system components.

Breaker panel - 220V 125 amp capacity load center routes electrical power for stage.

LED up-lights - frame mounted 120V interior up-lights illuminate the stage roof and stage deck area.

Stairs - (1) aluminum treadplate stair with enclosed risers and handrails attaches to stage deck perimeter.

DOT required - LED signal, marker lights, reflectors, and license light, with 12VDC connector cable.

1 FR4324 (16'x24') - BASE UNIT

Item #	Pkg.	
90958	1	All Weather Transport Pkg.
10204	1	36" Additional Alum. Stairs
56060	1	Decorative Stage Skirt, 52 LF
10209	1	48" ADA Access Lift - (Above Deck)
51002	1	7000 Watt Enclosed Generator, (Built-In) Diesel
70008	1	Exterior Graphics Pkg., (Standard Pkg.)
	1	(1-Day On-Site Staff Training)

FR4324 Base Unit w/ Accessories

(w/) FOB Shipping

TOTAL \$ 108,161

ADDITIONAL SOLUTIONS - 4300 - Bandstand Stage

Item #	Pkg.		UNIT PRICE
90921		4' X 8' Stage Extension Sections	\$ 1,224
11004		Deck Tie Downs, (Qty.1)	\$ 90
90920		Equipment Loading Ramp	\$ 2,016
90407		4' Long Aluminum Guardrails	\$ 808
90408		8'-0" Long Aluminum Guardrails	\$ 1,100
10241		36" Aluminum Storage Locker, (x14"D x14"T)	\$ 580
TIR1512		Spare Tire & Mount Frame	\$ 1,084
90982		Hitch Caster Wheel	\$ 605
90545		Hydraulic Leveling / Support Jacks, 12,000#	\$ 10,431
84447		Hydraulic Hitch Jack	\$ 2,154
40028		Exterior Led Flood Lights, (Qty.2)	\$ 591
ELECTRICAL			
42205		Electrical Upgrade Package #1	\$ 3,233
51007		220v/200 Amp Panel Box	\$ 1,273
40030		Electric Duplex Receptacle 120VAC (EA.)	\$ 206
91106		Solar Battery Charger, (Qty.2) w/ Hyd. Jacks	\$ 765
LIGHT PACKAGES			
42014		Professional LED Pkg.#1 - (8) LED Fixtures	\$ 6,891
42015		Professional LED Pkg.#2 - (16) LED Fixtures	\$ 12,132
42016		(6'-0") Hanging Truss Light Bar, (Qty. 2)	\$ 528
SOUND PACKAGES			
41110		Pro-Sound System #1	\$ 3,421
41111		Pro-Sound System #2	\$ 5,323
41112		Pro-Sound System #3	\$ 8,954
41113		(CURV) Line Array Sound System	\$ 18,746
41115		(RCF) Line Array Sound System	\$ 21,431
90957		800# Telescope Speaker Beams, (Qty.2)	\$ 907
90449		Drum Riser	\$ 2,061
42010		Powered Movie Screen w/ Projector Hardware (\$ 4,431
SUBTOTAL			
GRAPHICS & BANNERS			
90935		Verticle Banners, Mesh (Qty.2)	\$ 1,558
91102		Verticle Banners - <u>Hardware</u>	\$ 1,728
90445-24		24' Mesh Scrim (Rear)	\$ 4,176
91103		Marquee 42" Printed Banner, Mesh (Qty.1)	\$ 1,144
91111		Marquee Banner - <u>Hardware</u>	\$ 2,990
90990		Illuminated Marquee (LED) Light Strip	\$ 2,300
		(1-Day On-Site Staff Training)	\$ 1,800

FrontRow MOBILE STAGES **4300**



Shown with
Optional Features

Patent Pending

Mobile **Bandstand**

FrontRow 4300 series mobile bandstand stages offer versatile outdoor staging in a compact, easy-towing package. Simplified, push-button, hydraulically actuated setup makes this stage series a great choice for a variety of community events and activities. Exceptional maneuverability allows these stages to be positioned in tight, limited-access locations.

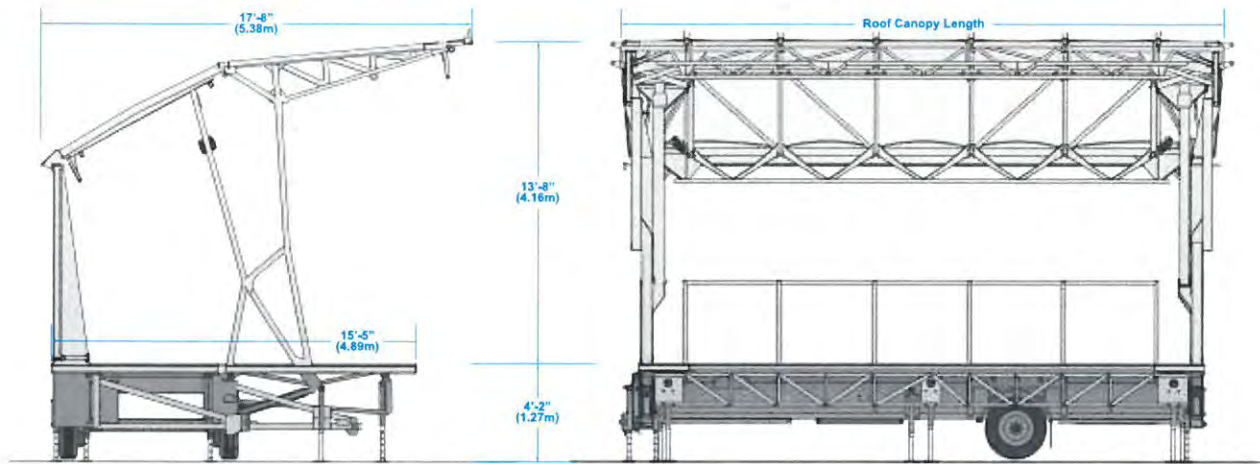


FR4300 mobile bandstands are performer-friendly, featuring a roof canopy that extends beyond the stage deck on all four sides providing sun and weather protection for performers and equipment. Canopy is sloped away from the audience side of the stage, directing precipitation run-off to the rear. Canopy incorporates sound and lighting equipment attachment.

January 2019

An attractive appearance, all-weather construction, and setup simplicity make the **FR4300** series of mobile stages great performers.

Century  Industries



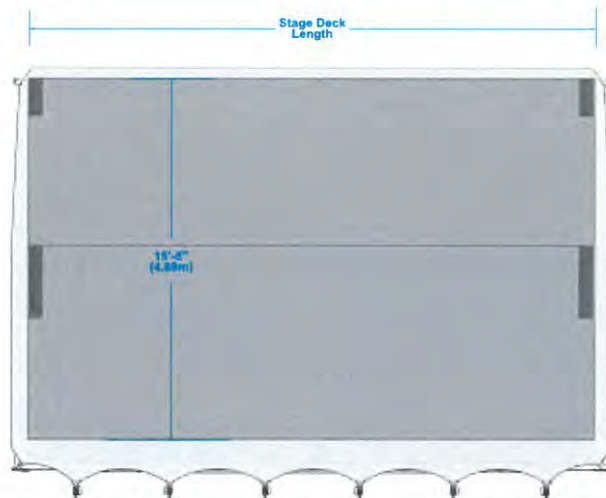
FrontRow 4300
Mobile Bandstand Stages

	FR4320	FR4324
Deck Length	20'- 0" (6.10m)	24'- 0" (7.32m)
Deck Depth	15'- 5" (4.70m)	15'- 5" (4.70m)
Canopy Height	13'- 8" (4.16m)	13'- 8" (4.16m)



Engineer Certified

Made in USA
Patent Pending © COPYRIGHT 2014



FrontRow FR4300 Mobile Bandstand Stage Standard Features

- **Simple Stage Setup** - roof canopy raises and tilts hydraulically (PATENT PENDING). Folding roof canopy and hinged stage deck section are hydraulically actuated for fast, easy setup.
- **Protective Canopy** - full-coverage roof extends beyond the deck perimeter. Canopy trusses and center support are 2" dia. tube for lighting attachment. Aluminum support structure is covered by rugged sound absorbing vinyl coated polyester fabric.
- **Stage Deck** - weather-resistant folding stage deck lowers to form nominal 16ft (4.70m) deep stage.
- **Guardrails** - removable aluminum guardrails are installed along rear of stage.
- **Heavy-Duty Single-Axle Suspension** - smooth towing with exceptional maneuverability. Electric brakes on all wheels.
- **Pintle Towing Coupler** - rugged lunette ring coupler (other hitch types available) mounted on fold-away towing hitch.
- **Heavy-Duty Tongue Tack** - crank jack mount on towing tongue
- **Rugged Main Frame** - corrosion-resistant welded aluminum main frame.
- **Crank Leveling/Support Jacks** - heavy-duty frame mounted jacks provide stage leveling.
- **Deck Support Truss** - folding deck is supported by welded aluminum leveling truss for accurate expedited set up.
- **Enclosed Mechanical Compartment** - welded aluminum compartment protects system components.
- **Breaker Panel** - 220V 125 amp capacity load center routes electrical power for stage.
- **LED Up-Lights** - frame mounted 120V interior up-lights illuminate the stage roof and stage deck area.
- **Stairs** - aluminum treadplate stair with enclosed risers and handrails attaches to stage deck perimeter.
- **DOT required** - LED signal, marker lights, reflectors, and license light, with 12VDC connector cable.
- **Stage Operation Training** - available by factory representative

MODEL	STAGE DECK (L x D)	TOW LENGTH	EMPTY WEIGHT	PRICE
FR4324	15' 5" X 24' (4.70 x 7.32m)	28.7' (8.75m)	7,320lbs (3320kg)	

Stairs - Additional	(1) set of welded aluminum stairs with fully enclosed risers, diamond-plate treads, and removable handrails. Adjustable footpads accommodate uneven ground. Stairs shall attach to optional stage sections and to the perimeter of the main stage deck.	10208
Equipment Loading Ramp	reduced weight 12'L x 35"W aluminum loading ramp attaches to stage perimeter facilitating placement of equipment on stage deck.	90920
4' x 8' Portable Stage Deck Extension Section	4'x 8' stage sections are constructed of weather-resistant 3/4" MDO with renewable top surface texture, and are framed with a heavy-duty extruded 4" high aluminum channel. Sections attach to each other, to the stage deck perimeter, and will accommodate portable stairs. Extension sections are supported by two (2) adjustable legs, permitting height adjustment or accommodation of uneven ground. Includes three (3) connector clamps and three (3) attachment brackets per section	90921
Drum Riser	8'x 8' riser is constructed of weather-resistant 3/4" MDO surface, framed with a heavy-duty extruded 4" high aluminum channel.	90449
ADA Handicap Lift (Above Deck)	48" vertical travel hydraulic powered wheelchair lift with 48" long x 35" wide non-skid platform is permanently mounted at taillight end of stage. Operated by a remote pendant with 6 ft long cord. Lift has a lifting capacity of 660 lbs.	10209
ADA Handicap Lift (Below Deck)	61" vertical travel hydraulic wheelchair lift with 53" long x 31" wide non-skid platform is permanently mounted under stage deck at taillight end of stage. Operated by a remote pendant with 6 ft long cord. Lift has a lifting capacity of 750 lbs.	90951
Guardrails	removable aluminum guardrail attaches to the stage deck perimeter rail with hand tightened clamps (no tools required). Available in 4 and 8 foot lengths. <ul style="list-style-type: none"> • 4ft Long Aluminum Guardrail • 8ft Long Aluminum Guardrail 	90407 90408
Storage Compartment	42" long x 14" deep x 14" tall welded aluminum, lockable storage compartment mounted to mainframe. (padlock not included)	10237
Cargo Bay Door	60" wide x 21" high enclosed welded aluminum storage compartment mounted within below-deck mainframe, provides storage for larger components. Holds up to four (4) 4 x 8 stage extension sections. Cargo bay is lockable, (padlock not included)	90986
Tongue Mounted Caster Wheel	tongue mounted caster wheel allows maneuvering and positioning of stage when stage is disconnected from tow vehicle.	90982
Hydraulic Leveling Jacks	upgrade stage corner leveling/support jacks to push-button hydraulic operation with four (4) 12,000 lb. minimum capacity (each) jacks controlled by a remote pendant. Provides fast, effortless stage leveling. Each jack shall be equipped with a high-floatation 8"x 8" foot pad. Upgrade exchange price	90545
Anemometer Mounting Hardware	tongue mounted caster wheel allows maneuvering and positioning of stage when stage is disconnected from tow vehicle.	91123
Deck-Mounted Tie-Downs	stage deck mounted flush tie-downs allow equipment to be secured to the stage deck for transport. Each tie-down is attached to the stage frame, and has a 1,500 minimum pull capacity. Price each	11003
Mounted Spare Tire	full size spare tire and wheel. Matches stage's original tire dimensions and specifications	TIR2002

Decorative Skirt	skirt encloses stage deck support structure for more attractive appearance. Boucle skirt is constructed of 100% synthetic fiber for maximum weather-ability, mildew resistance, soil resistance, easy care and handling. Skirt shall be fire retardant. Skirt is heavily weighted with 3/16" link coated chain to prevent excessive swaying. Choice of skirt colors.	50060
Weather Transport Package	<p>PVC coated polyester fabric rear windwall/media panel enclosure package offers stage protection during performances, transport, and storage. Includes rear mounted windwall and hinged media end panels that also double as enclosure panels when stage is closed. Adjustable end media panels may be locked open to display event or sponsor graphics during performances, or folded and locked out of sight.</p> <p>Rear windwall provides a rear stage visual and weather back drop. Grey color wind wall is fabricated from fire-retardant 18oz pvc coated polyester fabric. Windwall is removable when open stage back wall is desired.</p>	90958

Graphics & Banners

Marquee Banner	custom printed 42" tall color vinyl mesh material promoting community, event, or sponsors.	91103
Marquee Banner Hardware	vertical support posts with stainless steel cable system mounts to front canopy structure to support mesh banner. Banner hardware allows banner to be mounted either above or below front canopy roof.	91111
Side Hanging Vertical Banners	set of two (2) vertically hanging custom-printed mesh banners promote your community, event, and/or sponsors. Banners may be hung from banner support hardware or canopy support truss. Banners are wind and weather resistant.	90935
Side Hanging Banner Hardware	telescoping aluminum banner support pipes mounted on front canopy truss and front of stage deck. Pipes secure top and bottom edges of optional side vertical banners.	91102
Exterior Graphics	custom graphics, logos and signage applied to stage roof for promotion of your organization when stage is CLOSED for transport. Promote your community, organization and/or sponsors.	70002
Interior Graphics Allowance	custom graphics, logos and signage applied to rear stage windwall for promotion of your organization when stage is set up at an event. Promote your community, organization, event and/or sponsors.	70003

Options

Support

Stage Training

Factory Training Factory training of your stage crew is available prior to stage shipment.

Electrical Upgrade Package #1	receptacle and breaker panel capacity upgrade includes Standard Electrical plus the following: <ul style="list-style-type: none"> • Main Breaker and four (4) additional 20 amp panel mounted circuit breakers • Three (3) receptacles mounted in canopy, (1) on each truss at hitch end • Two (2) Duplex receptacles mounted in canopy rear on two (2) circuits • Power cord, upgrade to 50'6/4 W. 	42201
Electric Receptacle	additional 120VAC/20 amp. duplex electric receptacle. (each)	40030
Panel Upgrade	200 amp capacity breaker panel - exchange for standard	51007
LED Light	exterior LED flood light, 12VDC	90929
Enclosed 8kW Diesel Generator	built-in 120V/240V 100/50 Amp 60Hz diesel powered, air cooled generator is frame mounted under stage deck. Generator is mounted on 4 point focalized vibration isolators to minimize vibration. Includes hour meter, electric start and fuel tank. Sound level below National Park Service Sound Limits (68 dB(A) at 10ft). For powering supporting theatrical equipment.	51005
Enclosed 12kW Diesel Generator	built-in 120V/240V 100/50 Amp 60Hz diesel powered, air cooled generator is frame mounted under stage deck. Generator is mounted on 4 point focalized vibration isolators to minimize vibration. Includes hour meter, electric start and fuel tank. Sound level below National Park Service Sound Limits (68 dB(A) at 10ft). For powering supporting theatrical equipment.	51006

Options

Theatrical Lighting

Professional LED Lighting Package #1	includes: (1) DMX controller designed to control LED Par fixtures as well as relay and dimmer packs, 48 channels in a 24-channel console, built-in two-scene cross faders, two programmable auxiliaries, reassignable channels, built-in MIDI support for remote dimming and scene triggering. Coordinates light shows to music using the audio input connector or built-in microphone. Stack scenes for simultaneous or sequential playback. <ul style="list-style-type: none"> • (8) outdoor-rated, tri-color LED wash lights, flicker-free operation • (8) Fixture Clamps • (8) Safety Cables • (7) Meter Power Extensions • (7) Meter Data Extensions • (1) 3-Pin DMX Cable 50' 	42014
Professional LED Lighting Package #2	includes: (1) DMX controller designed to control LED Par fixtures as well as relay and dimmer packs, 48 channels in a 24-channel console, built-in two-scene cross faders, two programmable auxiliaries, reassignable channels, built-in MIDI support for remote dimming and scene triggering. Coordinate light shows to music using the direct audio input connector or built-in microphone. Stack scenes for simultaneous or sequential playback. <ul style="list-style-type: none"> • (16) Tri 24 LED outdoor-rated light fixtures, flicker-free operation • (16) Fixture Clamps • (16) Safety Cables • (7) Meter Power Extensions • (7) Meter Data Extensions • (1) 3-Pin DMX Cable 50' 	42015
6ft Truss Mount Light Bar	simplify theatrical light mounting with 2" OD x 72" pipe that accommodates standard light clamps. Pre mount and wire lights to pipe. Pipe attaches to canopy trusses and light bar. (lights not included)	40116

Pro-Sound System #1	includes: 12-Channel Mixing Console with 12 inputs with internal effects, 12 Input channels (6 Mics + 4 Stereo line inputs), 3 band EQ (Ch 1-7/8), 2 band EQ (Ch 9/10-11/12), 4 busses (Stereo + 2 groups), 1 Aux send + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effects, XLR Connectors, (2) Powered Speakers with 225w amp driving 12" woofer & 75w amp driving 1.75" compression driver. 50hz - 20kHz frequency range, SPL if 121 db., (2) 50' speaker cables.(2) speaker stands with bag, (2)microphone stands w/Telescoping Boom (2) Shure microphones, (4) 50' Mic Cables	41110
Pro-Sound System #2	includes: 16-Channel Mixing Console with 16 input channels (10 Mics + 4 Stereo line inputs), 3 band Mid-sweep EQ (Ch 1-8), 3 band EQ (Ch 9/10-15/16), 6 busses (Stereo + 4 groups), 2 Aux sends + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effect, XLR Connectors, (2) sound speakers with Bi-amplified 12" cone type woofer and 1.75" compression driver, total output power up to 400 watts (LF: 300 watts, HF: 100 watts burst.), input level range from -36 dB to +4 dB accepts mixer and microphone output, (2) speaker stands, (4) microphone stands, (4) hand microphones W/switch (6) 50' mic. cables	41111
Pro-Sound System #3	Includes: 24-Channel mixing console. 16 Mic Inputs with 48V Phantom Power and HPF per channel, 24 Line Inputs (16 mono and 4 stereo), 6 AUX Sends + 2 FX Sends,4 GROUP Buses + ST Bus, 2 Matrix out, 1 Mono out. (1) 3200 W power amplifier - independent sweepable high-pass and low-pass filters on each channel. (4) weatherized sound speakers with high-impact polypropylene enclosure. High sensitivity, 131 dB maximum SPL. Power handling: 600 W continuous, 2400 W peak (1) CD player with USB port on front panel for iPod and other devices. CD-R/RW disc playback compatibility. MP3 and WMA compatibility, (4) speaker stands, (2) microphone stands, (2) hand microphones W/switch (2) 25' speaker cables, (2) 50' speaker cables (2) 50' mic. cables	41112
Line Array Pro-Sound System #4	includes: 24-Channel mixing console. 16 Mic Inputs with 48V Phantom Power and HPF per channel, 24 Line Inputs (16 mono and 4 stereo), 6 AUX Sends + 2 FX Sends,4 GROUP Buses + ST Bus, 2 Matrix out, 1 Mono out. (1) 3200 W power amplifier - independent sweepable high-pass and low-pass filters on each channel. (4) weatherized sound speakers with high-impact polypropylene enclosure. High sensitivity, 131 dB maximum SPL. Power handling: 600 W continuous, 2400 W peak (1) CD player with USB port on front panel for iPod and other devices. CD-R/RW disc playback compatibility. MP3 and WMA compatibility, (4) speaker stands, (2) microphone stands, (2) hand microphones W/switch (2) 25' speaker cables, (2) 50' speaker cables (2) 50' mic. cables	41112
Telescoping Speaker Support Beam Package	telescoping speaker hanging beams cantilever hanging speakers off left and right side of roof canopy. Speaker support beams retract into canopy during stage transport and storage. 800 lb maximum speaker weight each side.	90957

Options

Video Options

9'x 12' Video Screen	electric/motorized screen for outdoor stage theater applications. Ceiling installation. Motor in-the-roller design for silent operation and easy access front case panel. Electric operation has preset adjustable limit switches to automatically stop the screen at the desired viewing level. Available in either 110 and 220 volt models. Includes standard control module level, 3-button switch with box and cover plate. Includes wireless remote with up to 50 ft. range. (1) Projector mounting hardware *(video projector not included.)	42010
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Outdoor Event Emergency Response Planning

Recent high-profile incidents at outdoor public events have altered the regulatory focus and scrutiny of such events, increasing the necessity for pro-active planning to deal with potential emergency situations which might arise.

Risk Assessment - look at the whole picture:

- Consider all who could be affected by a hazard — exhibitors, entertainers, vendors, attendees, and staff
- Institute controlling efforts to diminish identified risks
- Establish the response measures to be executed in case of an emergency
- Identify first- and second-wave emergency services to be contacted

Plan & Train - Typical Potential Risks

- Severe Weather
- Fire
- Accident on Grounds
- Personal Injury/First Aid (illness, injury, heat related, attack)

Compliance with newly revised standards for outdoor public events consists of two parts.

Part 1 – Code compliant, properly maintained facilities (staging, seating, etc) properly erected by trained crews, operated by knowledgeable, trained staff.

Part 2 – An established, written emergency plan, training for all members of your staff, and follow your plan with progressive monitoring and appropriate implementation.

Check with your insurer to determine that you have adequate coverage for the type and size event that you are planning, and that you have addressed any concerns that they may have.

Make sure that all outside contractors and vendors offering event services have insurance coverage.

Preliminary Planning

Staff/Security Meeting – Plan:

- Entrances/Exits
- Shelter Locations & Access
- Emergency Vehicle Access
- Emergency Equipment
- Communications – Staff Radios/Phones
- Communications - Public
- Weather Monitoring
- Public Address Equipment
- Public Relations – Designate Media Spokes-Person

Day(s) of Event

Staff/Security Meeting – brief:

- Copy of Emergency Plan for Each Member
- Identify Entrances/Exits
- Identify Emergency Shelter
- Identify Emergency Equipment Location(s)
 - Defibrillator
 - Fire Extinguisher
 - Cold Water/Ice
- Verify weather monitoring system
- Emergency Services Contacts
- Provide Copy of Emergency Plan to Each Vendor

Safety is First Priority

The following pages offer a sample template for establishing staff procedures for your event. Adjust the procedures and actions to meet the specific environment and activities of your event(s) and local public-safety agency requirements. This information and provided outline are intended to serve only as a guide, and are not offered as all inclusive. Consult your local requirements when preparing your plan.

Event Emergency Response

Event Date(s)	Start/End Times
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<p>Weather _____</p> <ul style="list-style-type: none"> Monitor Weather Notify committee/vendors/ attendees of conditions Detail severity & timeline of storm and related actions Identify exits <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 30%;">Wind Speed MPH</th> <th style="width: 70%;">ACTION</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>Move Crowd Away From Stage</td> </tr> <tr> <td>_____</td> <td>Remove Banners</td> </tr> <tr> <td>_____</td> <td>Remove Speakers</td> </tr> <tr> <td>_____</td> <td>Lower Stage Canopy</td> </tr> <tr> <td>_____</td> <td>Direct Attendees to Exits</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Direct Attendees to Take Cover Direct Attendees to Exits Staff Go To Shelter <p>Accident _____</p> <ul style="list-style-type: none"> Contact Appropriate Emergency Service(s) Inform Staff & Security of Situation Go to incident area Clear crowd from area Clear path for emergency equipment Do not alarm attendees Answer all questions honestly with limited detail – direct questions to designated PR member 	Wind Speed MPH	ACTION	_____	Move Crowd Away From Stage	_____	Remove Banners	_____	Remove Speakers	_____	Lower Stage Canopy	_____	Direct Attendees to Exits	<p>Fire _____</p> <ul style="list-style-type: none"> Contact Fire and Police Go to incident area Clear crowd from area Clear path for emergency equipment Notify staff/vendors/attendees of condition <p>Monitor Situation</p> <ul style="list-style-type: none"> Do not alarm attendees Update staff and security Answer all questions honestly with limited detail – direct questions to designated PR member <p>Personal Injury _____</p> <ul style="list-style-type: none"> Contact Appropriate Emergency Service(s) Inform staff and security Go to incident area Clear crowd from area Clear path for emergency equipment if appropriate Do not alarm attendees Update staff and security Answer all questions honestly with limited detail – direct questions to designated PR member
Wind Speed MPH	ACTION												
_____	Move Crowd Away From Stage												
_____	Remove Banners												
_____	Remove Speakers												
_____	Lower Stage Canopy												
_____	Direct Attendees to Exits												

Emergency Contact Phone Numbers	AGENCY	NUMBER
	Police	
	Fire	
	EMS	
	Event Coordinator	
	Media Relations	

DOT Trailer Lighting

All trailer body lights, which include marker lights, turn signals, and brake lights, should be inspected frequently for proper operation.

Always connect 12V trailer connector to towing vehicle before towing. Check and verify correct light operation.

Regular Inspections

Each Trip	Trailer Marker and Signal Lights Electric Brake Operation Tire, Wheel and Suspension Conditions Loading Hydraulic Hose Condition Coupler/Hitch Condition Hitch Pins and Retainers Trailer Connection
Monthly	Hydraulic Fluid Level Battery Condition Spring Hanger and Suspension Bolts
Yearly	Hinge Lubrication Wheel Bearings Brake Condition Jack Gear Lubrication Coupler Lubrication

Section 7

Maintenance & Service

Maintenance

The following maintenance section is provided to help you maintain maximum dependability and maximum life from your Century Stage.

Consumable and high wear components such as tires, brakes, bearing, light bulbs, hydraulic fluid, batteries, electric system components, and hydraulic system components, are selected to be locally available through most automotive or industrial supply houses. Needed parts can therefore be quickly obtained.

For additional part or service information, please call Century Customer Service at 800/248-3371, or 812/246-3371.

Hydraulic System

For ease of inspection and service, the hydraulic pump, hydraulic fluid reservoir, (battery, and battery charger on powered units only) have been grouped in a locking compartment located inside the frame of the stage. Periodically check to see that the hydraulic fluid reservoir is full with approximately an inch gap from the top when stage is **Open**.

Reservoir is mounted in the mechanical compartment. Should additional fluid be needed, add only good quality, heavy-duty hydraulic fluid.

When the hydraulic cylinders are under load for long periods of time, a small amount of fluid leakage from the cylinder should be considered normal.

Changing/flushing hydraulic fluid is not necessary unless fluid looks discolored or dirty. If stage is being used multiple times daily, consider changing/flushing hydraulic fluid every five years.



CAUTION: DO NOT ATTEMPT TO OPERATE STAGE WITHOUT HYDRAULIC OIL UNDER ANY CONDITION.

Hydraulic Pump Service Starting Procedure

Fill the reservoir with Multi Guard Hydraulic **AW32** to an inch from the top when the stage is fully **open**. It is essential that the oil be kept very clean. Any dirt or lint introduced into the reservoir will eventually cause trouble.

Motor rotation must be as indicated by arrow decal on top of motor. In the event that the decal has been removed, motor rotation is counter-clockwise viewing from motor end. The wiring diagram is provided on the motor tag. When starting the motor for the first time, apply short durations of power to check rotation and flow from the pump. If flow does not start immediately, it may be due to wrong motor rotation.

Be sure to bleed all air from the system components since this will cause erratic operation.

- **Recommended Hydraulic Fluid** - Multi Guard Hydraulic **AW32** with anti-wear, rust and oxidation inhibitors.

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship a period of (3) years after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. **Century does make any other representations or warranties, express or implied, and disclaims all other warranties including, but limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose.** Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind.

EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. **The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.**

***TERMS:**

Net 30 Days

Approximate production lead time 90-120 days ARO

Price Does Not include any applicable Federal, State or local taxes

Price quote good 90 days

PURCHASER AGREES that a 1 ½% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitute agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.