8

SUBJECT: Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment

BID #: PSC-0444-22 **OPEN DATE: 07/22/2020**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023, WITH ONE (1) YEAR RENEWAL OPTION

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase the award to Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment with Playmore West, Inc. for the purchase and installation of playground equipment at Ed Austin Regional Park. The requested total expenditure not-to-exceed $662,089.73. The revised total award expenditure not-to-exceed $1,804,287.12.

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000, to be executed by formal contract amendment #2 (City Contract #71974-22) through the Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Recommendation Memo; Vendor Quote; Contract Extension, Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department_____

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

ONE CITY. ONE JACKSONVILLE.

September 15, 2023

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Daryl Joseph, Director

RE: **Amd #1- PSC-0444-22 Piggyback Manatee County School District Agreement 21-0053-MR for Various Equipment and Amenities for Parks and Playgrounds-Various Parks-City Contract# 71974-22**

The Parks, Recreation and Community Services Department requests approval to amend PSC-0444-22 with Playmore West, Inc for the purchase and installation playground and equipment for Ed Austin Regional Park.

The total increase will be $662,089.73.

The total revised total award expenditure not to exceed $1,804,287.12.

Total funding for this project will be encumbered by:

3211.167101.565051.010422.00000000.00000.0000000

The funds will be encumbered by POA-71974-22

If you have any questions or need additional information regarding this request, please contact Amy Honey at 255-7909.

DJ/ah

Attachment: Manatee County School District Agreement 21-0053-MR
Playmore Quote
COI

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

POA:

Date: 7/17/23

Recommended Vendor: Playmore West

Address:

City/State/Zip:

Quote Attached: Yes

FY22 Special Committee on Parks & Quality Life

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source
	010422	1	565051	PRSC	32111-384020	Parks & Rec Capital Projects

1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	32111	167101	565051	010422	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: **Ed Austin Regional Park** (11751 McCormicj Rd. 32225)			$ -	$ -
Contractor to provide material / labor / equipment / transportation / taxes to: Supply and installation of playground eqp., synthetic turf and all associated footers and accessories. Removal of existing playground eqp. and associated footers				$ -
Supply install playground eqp., footers, synthetic turf and all associated accessories.	1	Job	$ 662,089.73	$ 662,089.73
		Job		$ -

Note: All questions/clarifications about the scope must be submitted at least 3 days prior to the bid closing. No questions will be answered 2 days prior to bid close to allow the Project Manager time to respond. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Ivy Henderson @ 904.255.7944 upon receipt of purchase order				
Total Amount of Order				**$ 662,089.73**
Ship to: N/A				

Requested By: Ivy Henderson

Requested For: Ivy Henderson

Approved: Daryl T. Joseph, Director

Date: 7/18/23

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

07/06/23

Job Number: 15471

Phase: Playworld Opt 4

Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Ed Austin Regional Park
11751 McCormick Road
Jacksonville FL 32225

Contact: Ronique Gibson **Phone:** 904-255-7923 **Fax:** **Email:** rgibson@coj.net

Sales Rep: James Peacock **Terms:** 50% Equipment Deposit/Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
CHALLENGER	CUSTOM PLAY STRUCTURE -- 23-11877A	1	$255,593.00	$255,593.00
ZZXX1411	6ft Permanent Bench (Coated Top & Painted Frame)	5	$641.00	$3,205.00
ZZXX0187	UNITY LARGE OVERHEAD CANOPY	1	$10,369.00	$10,369.00
ZZXX0192	UNITY TEETER TUNNEL - PERF TOP	1	$12,221.00	$12,221.00
ZZXX0219	ARCH SWING- ROPE BASKET SEAT	1	$1,780.00	$1,780.00
ZZXX0260	BELT SEAT w/SILVER SHLD CHAIN (8' RAIL)	2	$163.00	$326.00
ZZXX0265	INFANT SEAT w/SILVER SHLD CHAIN (8' RAIL)	2	$283.00	$566.00
ZZXX0349	UNITY SPINR - W/ 2 ACCESSIBLE SEATS	1	$15,035.00	$15,035.00
ZZXX0483	COZY COCOON - SPINNING	1	$3,985.00	$3,985.00
ZZXX0635	SWING ALONG SEAT TO 8ft TOP RAIL	1	$1,194.00	$1,194.00
ZZXX0661	CONCERTO MEDIUM CABASA	1	$1,255.00	$1,255.00
ZZXX0664	CONCERTO 3 CONGAS	1	$2,761.00	$2,761.00
ZZXX0666	CONCERTO VIBES	1	$5,646.00	$5,646.00
ZZXX0667	CONCERTO CHIMES	1	$5,661.00	$5,661.00
ZZXX0892	ACCESSIBLE SWING SEAT- 8ft TOP RAIL	2	$1,463.00	$2,926.00
ZZXX0930	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	1	$2,532.00	$2,532.00
ZZXX0932	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	2	$1,520.00	$3,040.00
ZZXX0936	3.5in OD STEEL ARCH SWING SINGLE UNIT- ADD-A-BAY	1	$1,425.00	$1,425.00
ZZXX0940	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	1	$1,948.00	$1,948.00
ZZXX1158	ACCESSIBLE WHIRL	1	$15,090.00	$15,090.00
Discount	School District of Manatee County 21-0053-MR	-1	$17,327.90	-$17,327.90
		Subtotal:		**$329,230.10**
2 Freight				
Freight	Playworld Freight	1	$10,000.00	$10,000.00
		Subtotal:		**$10,000.00**

Notes:

PLAYMORE
Recreational
Products & Services

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Fort Myers, FL 33966
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QUOTATION

07/06/23

Job Number: 15471

Phase: Playworld Opt 4

Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Ed Austin Regional Park
11751 McCormick Road
Jacksonville FL 32225

Item	Description	Quantity	Cost	Subtotal
3 Installation				
Installation	Installation of Playworld Equipment per Manatee Contract	1	$105,353.63	$105,353.63
ForeverLawn	Artificial Turf, aggregate subbase system, SafetyFoam Pro interlocking fall protection padding system, composite nailer board, 9300 SF *ForeverLawn requires a deposit of $69,936 to begin*	1	$186,496.00	$186,496.00
Site Prep	Removal of Existing Equipment - Take Off Site	1	$8,000.00	$8,000.00
Concrete Curb	Concrete Curb, 386 LF	1	$13,510.00	$13,510.00
Disposal	Dumpster	1	$1,500.00	$1,500.00
Eng Drwgs	Engineered Sealed Drawings	1	$1,500.00	$1,500.00
Permits	Building Permit Expenses and Fees	1	$6,500.00	$6,500.00
		Subtotal:		**$322,859.63**
		Grand Totals:		**$662,089.73**

PLAYMORE

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Job Number: 15471

Phase: Playworld Opt 4

Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Ed Austin Regional Park
11751 McCormick Road
Jacksonville FL 32225

General Terms:
Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:
Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum $1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). $500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

***Any other responsibilities must be clearly outlined in the applicable quotation/contract.**

General Notes
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X_____ Date: _____ P.O.#: _____

Ed Austin Regional Park

Jacksonville, FL

23-11877A

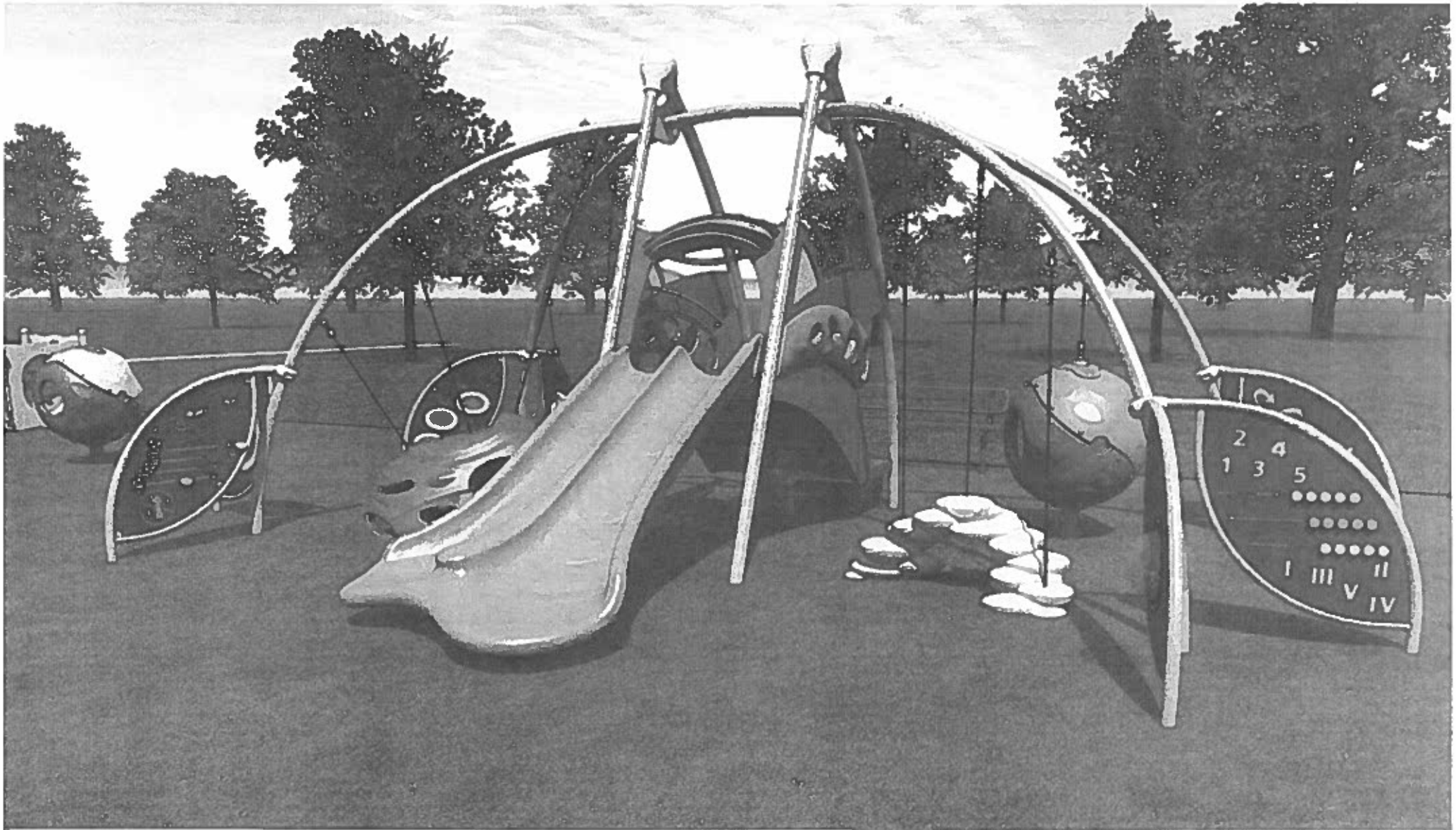
Sales Representative

PLAYMORE
Recreational Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC		2-COLOR PLASTIC	ECO-ARMOR
Light Gray	Sky	Teal	Orange-Sand	Gray
Orange	Chartreuse	Yellow	Plum-Sand	
Chartreuse	Lavender		Yellow Sand	
Teal	Cyan		ROPE, BOULDERS & SHADE	
			Black	



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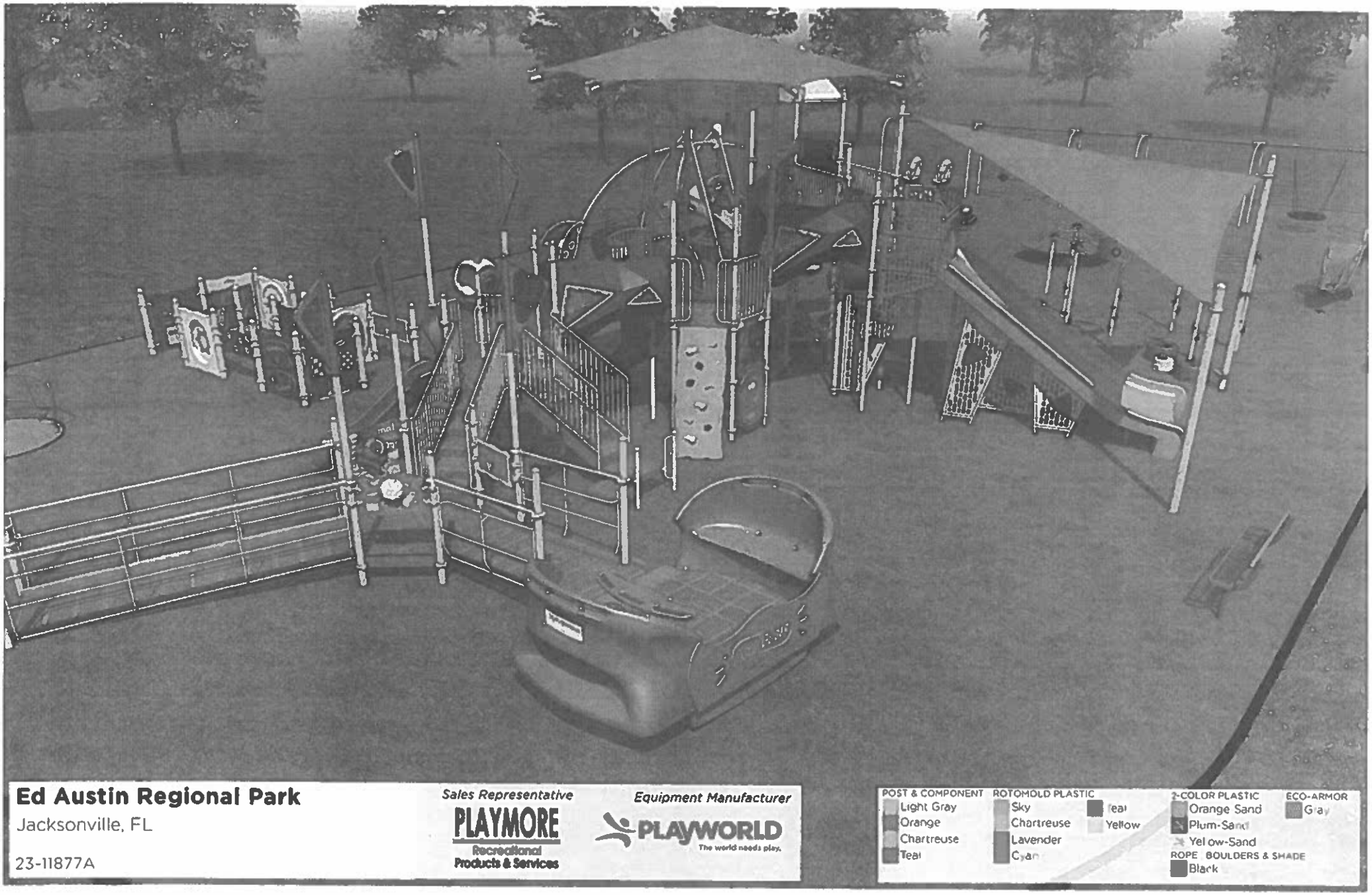

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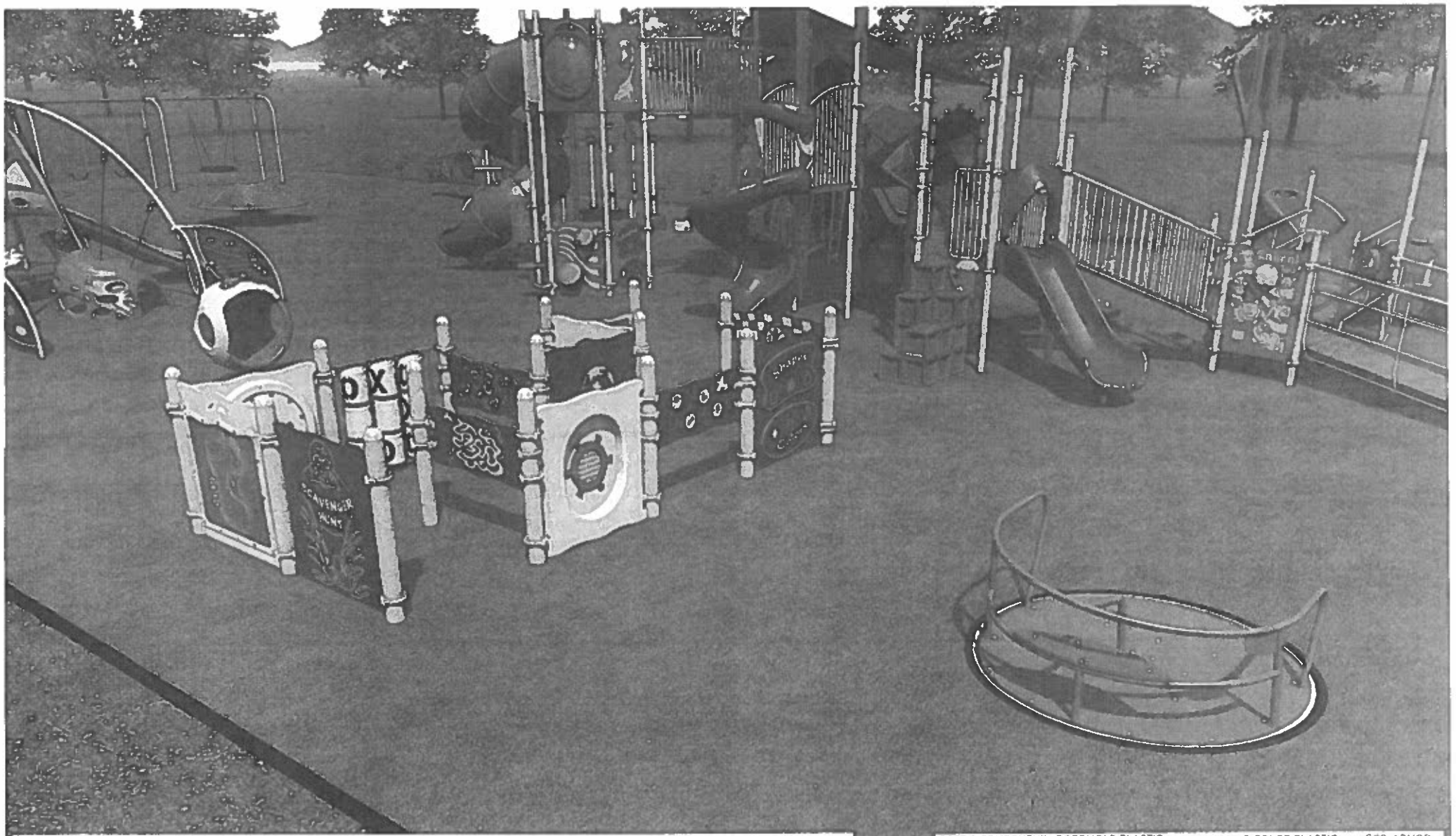

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Jacksonville, FL

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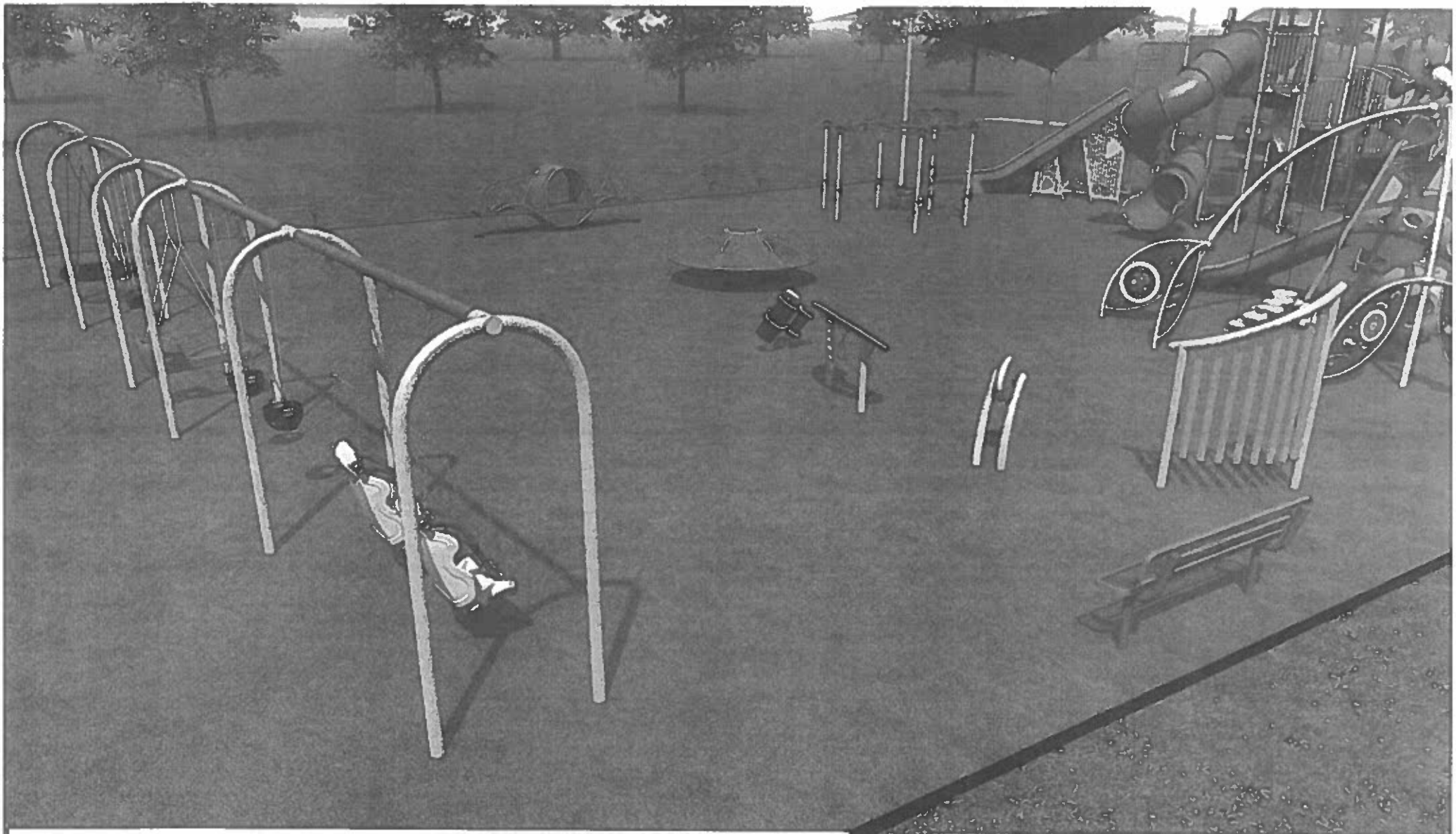

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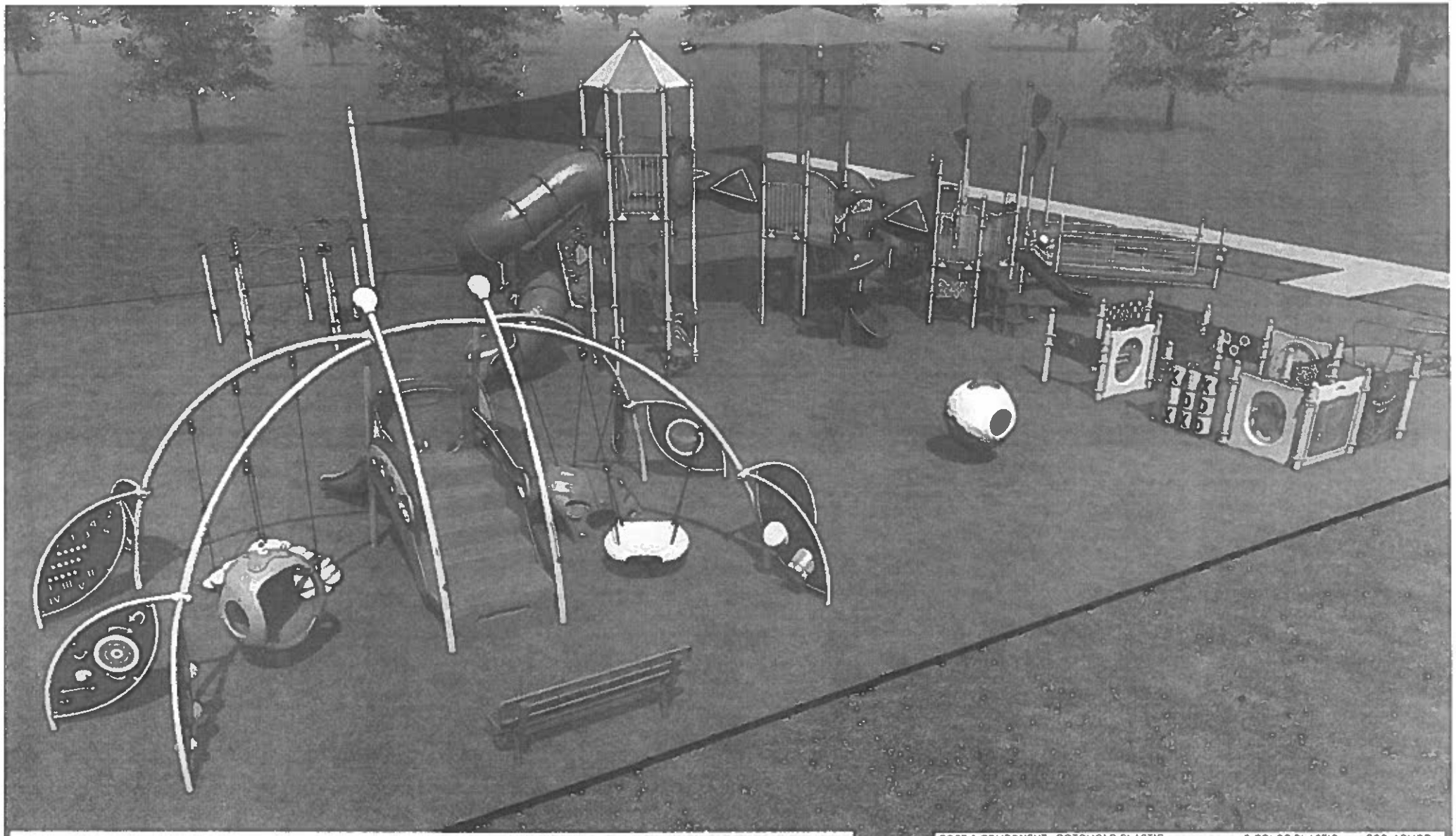

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Chartreuse	Lavender		Yellow-Sand	
Teal	Cyan		ROPE , BOULDERS & SHADE	
			Black	

APPROVED
By Kevin at 11:06 am, Sep 15, 2023

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper Insurance Service, Inc.
904 N Main St
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS: billh@cooperindiana.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Un Ins Co	13037
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLAYWES-01
Playmore Recreational Products and Services
Playmore West, Inc. dba
10271 Deer Run Farm Rd, Ste 1
Fort Myers FL 33966

COVERAGES **CERTIFICATE NUMBER:** 1335891393 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CSU0143119	12/14/2022	12/14/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	Y	Y	BE 034774371	12/14/2022	12/14/2023	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIIONAL INSURED GENERAL LIABILITY. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES, AGENTS APPLIES TO GENERAL LIABILITY. 30 DAY NOTICE OF CANCELLATION TO THE CITY OF JACKSONVILLE APPLIES TO ALL COVERAGE.
PROJECT: ED AUSTIN PARK

CERTIFICATE HOLDER
City of Jacksonville
117 W Duval Street, Ste 335
Jacksonville FL 32202
USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Renewal Amendment, Park and Playground Equipment SDMC No. 21-0053-MR, Renewal 1 (One)

This Amendment to **Park and Playground Equipment, SDMC No. 21-0053-MR**("Contract") is made and entered into as of the last date signed below by and between The School District of Manatee County ("District") and Playmore West, Inc. ("Contractor"). District and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1. **CONTRACT RENEWAL:**
   1.1 The District hereby executes its first renewal option for a period from September 1, 2023 through August 31, 2024. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District.

2. **CONFLICT OF TERMS:**
   2.1 To the extent any of the terms of this agreement conflict with the terms of the contract, the terms of this agreement shall control. All other terms of the contract remain in full force.

3. **WARRANTY OF AUTHORITY**
   3.1 Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. **PAYMENT TERMS:**
   4.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

5. **INVOICE REQUIREMENTS:**
   5.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

6. **NON-FUNDING:**
   6.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

7. **TERMINATION FOR CAUSE and CONVENIENCE:**

7.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

8. **COMPLIANCE WITH THE SUNSHINE LAW:**

8.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

9. **EQUAL EMPLOYMENT OPPORTUNITY:**

9.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. **ANTI-DISCRIMINATION:**

10.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

11 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:**

11.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when

participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

12 **FORCE MAJEURE:**

12.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

13 **GOVERNING LAW:**

13.1 This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

14 **DAVIS-BACON ACT:**

14.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

15 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

15.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

16.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17 **CLEAN AIR ACT:**

17.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

18 **DEBARMENT AND SUSPENSION:**

18.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19 **BYRD ANTI-LOBBYING AMENDMENT:**

19.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

20. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

20.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

21. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

21.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. **INDEMNIFICATION:**

22.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

23. **INSURANCE:**

23.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

24. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

24.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

25. **SOVEREIGN IMMUNITY:**

25.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICA BILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27 ASSIGNMENT:

27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. **COVID 19**

28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

29.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will

immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: Perk, Carrie

PLAYMORE WEST, INC.	10271 DEER RUN FARMS ROAD, SUITE 1, FT.MYERS, FL 33966
BUSINESS/COMPANY NAME	ADDRESS
239-791-2400	INFO@PLAYMOREONLINE.COM
PHONE	EMAIL
LUKE RUSSELL	VICE PRESIDENT
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Luke Russell Digitally signed by Luke Russell DN: cn=Luke Russell, gn=Luke Russell, c=US United States, l=US United States, e=LukeR@playmoreonline.com Reason: I have reviewed this document Location: Date: 2023-05-04 13:38:04	5/4/23
	Vendor	Date
	SCHOOL DISTRICT OF MANATEE COUNTY:	
	Purchasing Department	Date

The current awarded tabulation is posted on the Purchasing website: www.manateeschools.net
If you do not agree to this renewal, please indicate on this renewal agreement and return to Purchasing Department.

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: PLAYMORE WEST, INC.

TELEPHONE NUMBER: 5/4/23

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Perk, Carrie	3/1/24	

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE.

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

SUBJECT: Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment

BID #: PSC-0444-22 **OPEN DATE: 07/22/2020**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023, WITH ONE (1) YEAR RENEWAL OPTION

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback Manatee County School District Contract No. 21-0053-MR Bid on Park & Playground Equipment with PLAYMORE WEST, INC. for the playground equipment for Various Parks listed below. The requested total expenditure not-to-exceed $1,142,197.39.

Patton Park	$650,000.00
James Field Park	$112,177.83
Isle of Palms	$147,280.15
Crabtree Park 2-5	$61,181.11
J. Gardner Nip Sams Park	$171,558.30

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).
ATTACHMENTS: Recommendation Memo; Vendor Quote; Risk Approval; Contract

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department_____

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/4/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/5/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No: 2019-02