School District of Manatee County

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

SCHOOL BOARD:

ROBERT GAUSE *CHAIRMAN* DAVE "WATCHDOG" MINER * VICE-CHAIRMAN* MARY CANTRELL

CHARLIE KENNEDY KAREN CARPENTER

SUPERINTENDENT
DR. DIANA GREENE

Contract of Award Agreement No.16-0025-MR-11

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Playmore West, "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

2. **Contract Term:** The term of this Agreement shall be from September 09, 2015 through September 8, 2018. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

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

5. **Termination:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by

the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

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

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

8. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
   a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   b. Employer's Liability Insurance in an amount not less than $3,000,000.00 per occurrence.
   c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
      i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
   d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
   e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

11. **Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

SIGNATURES:

CONTRACTOR

[signature]	8/11/15
Service Provider Signature	Date
LUKE RUSSELL	VICE PRESIDENT
Type or Print Name	Title
PLAYMORE WEST, INC.	239-791-2400
Business/Company Name	Phone
10271 DEER RUN FARMS RD, SUITE 1	239-791-2401
Address	Fax
FT. MYERS, FL 33966	info@playmoreonline.com
City, State, Zip	Email

MANATEE COUNTY SCHOOL DISTRICT

Legal Counsel	Date
Superintendent	Date
Board Chair	Date

School District of Manatee County

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing

SCHOOL BOARD:

ROBERT C. GAUSE *CHAIRMAN*
MARY CANTRELL

KAREN CARPENTER

DAVE "WATCHDOG" MINER * VICE-CHAIRMAN*
CHARLIE KENNEDY

SUPERINTENDENT
DR. DIANA GREENE

June 18, 2015

NOTICE TO INTERESTED BIDDERS

You are hereby invited by the School District of Manatee County to bid on furnishing and delivering the following:

PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

Sealed bids will be received at the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205, until 3:00 p.m., **Wednesday, July 22, 2015**.

Bids received after the specified time and date will not be considered and will be returned to the bidder unopened.

All vendors and potential vendors need to register with our e-procurement service. The vendor registration is intended for use in identifying vendors desiring to receive solicitations released by the Manatee County School District Purchasing Department. To view, download and be notified of competitive solicitations visit www.myvendorlink.com and www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing Bids, RFP and Piggyback Information.

If your company does not participate in this bid, please complete the "Statement of No Bid" form enclosed in the bid. **Refer to page 19 of the Bid document.**

If you are unable to obtain a copy of the Invitation for Bid from the VendorLink website or our website, please call Melody Ryan at (941) 708-8770, Ext. 2129 to request a printed copy to be mailed to you.

Professionally,

Purchasing Department

School District of Manatee County

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June 18, 2015

TO ALL INTERESTED BIDDERS:

You are hereby invited by the School District of Manatee County to submit a bid on furnishing and delivering the following:

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Sealed bids will be received at the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205, **until 3:00 p.m., Wednesday, July 22, 2015.**

Bids received in the Purchasing Office after the above specified time and date will not be considered and will be returned to the bidder unopened. No submissions or amendments made after bid opening shall be considered.

Bidders shall return the Form of Proposal (both printed original copy and copy on CD disk) in a sealed envelope, PLAINLY MARKED ON THE OUTSIDE, "BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR."

If multiple bids are to be opened, they will be opened sequentially by bid number.

Products and/or services shall be in keeping with the specifications as prescribed in this bid. Designation of a particular brand or make is not meant to restrict bidding but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all bids, request new bids, consider alternate bids which meet the general specifications set forth and waive any informality. It also reserves the right to award bids on such items and/or services it deems will best serve the School District of Manatee County's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, the District reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers, with the intent of awarding a contract.

Awards will be made to the most responsive and responsible bidder(s) in the opinion of the Board.

Very truly yours,
Purchasing Department

INSTRUCTIONS TO BIDDERS

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

GENERAL BIDDERS INFORMATION: Interested vendors are advised that the School District of Manatee County will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

BIDDER'S LIABILITY: Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.

LOCAL PREFERENCE: Interested vendors are advised that the School District of Manatee County has a local preference policy. In order to support the economic interests of the businesses and residents of Manatee County and the surrounding area, preference shall be given to a local business in the purchase of commodities and services. The complete policy can be viewed http://www.manatee.k12.fl.us/policy_procedure/policies.html

PURCHASE TERMS AND CONDITIONS: This bid and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the School District of Manatee County. Bids received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or
2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders should email any questions regarding this bid to purchasing@manateeschools.net no later than **June 30, 2015.** If you do not receive the reply message which states "Your questions have been received by the Purchasing Department of the School District of Manatee County", please contact the Purchasing Department at (941) 708-8770. Questions received after the above mentioned date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com) and the Purchasing Website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information **July 2, 2015. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered nonresponsive. Do not submit bid prior to addenda due date.**

BID OPENING: Shall be public at **3:00 p.m., July 22, 2015,** in the School District of Manatee County Purchasing Office, 215 Manatee Avenue West, Bradenton, Florida, 34205. **It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of bid opening.** No submissions or amendments made after bid opening shall be considered.

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

BIDS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL OR FACSIMILE MACHINES **SHALL BE CONSIDERED NONRESPONSIVE.**

FORM: Bids must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in Blue Ball Point Pen on the Form of Proposal or are completed in pencil will be considered nonresponsive.**

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statue 286.011 and noticed on the Purchasing Web Site – (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statue 286.011. See page 18 for Key Events and Dates contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

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

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our e-procurement website (www.myvendorlink.com) or the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information, to obtain award information.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared non-responsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

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

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

EVALUATION CRITERIA: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

NO BIDS: If a quotation is not made, please complete the "Statement of No Bid" form enclosed herewith with feedback.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID RENEWAL: By **mutual consent** of the School District of Manatee County **and** the successful bidder(s), this contract may be renewed or renegotiated for two (2) additional one year periods.

BID TABULATIONS: After approval by the School District of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information.

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the e-procurement service website (www.myvendorlink.com) and the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the e-procurement service website (www.myvendorlink.com) or the Purchasing Web Site (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information to obtain this information.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it in its best interest to do so.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com) and on the Purchasing website (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing) Bids, RFP and Piggyback Information. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Manager, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

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

INSURANCE: The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Employer's Liability Insurance in an amount not less than $3,000,000.00 per occurrence.

(3) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(4) Liability Insurance in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

(5) Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

(6) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than $300,000.00 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.

(7) Contractual Liability Insurance in an amount equal to or greater than $3,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(8) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than $1,000,000.00 per person and $3,000,000.00 per occurrence.

(9) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(10) Independent Contractors Endorsement in an amount equal to or greater than $3,000,000.00 per occurrence.

(11) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(12) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(13) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverage's: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

(14) Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable".

NONCOMPLIANCE WITH CONTRACT: It is expected that the service contract will be for the period **of September 9, 2015 through September 8, 2018**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. **A copy of all applicable materials, rental, or subcontractor invoices must be included with the invoicing to the SBMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

PAYMENT TERMS: The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (34 CFR 80.36(i) (5): All vendors, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5) if contracts are in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (34 CFR 80.36(i) (6): All vendors, contractors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

FEDERAL DEBARMENT CERTIFICATION FORM: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of $100,000.00.

SPECIFICATIONS/SCOPE OF WORK

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

The purpose and intent of this Invitation to Bid is to establish a firm(s), fixed discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment such as composites, swing sets, shade structures, park and site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.). When installation is required a firm fixed percentage markup of the cost of equipment shall be submitted. Minor repairs shall be billed at a discounted hourly repair rate plus a percent markup for material. It is understood that current price list are subject to change; however, percentage shall remain fixed. New catalogs shall be submitted as requested or upon renewal. No extra charges or compensation will be allowed for installation.

SCOPE OF WORK: The successful bidder(s) shall furnish, at their expense, all supervision, equipment, machine, tools, materials, labor, transportation, and other facilities and services necessary to perform the work specified herein.

The School District of Manatee County will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.

The installation-contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The installation-contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Installation-contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operation. Installition contractor shall be required to call for a locator prior to any work performed.

Installation-contractor shall be responsible for the safeguarding of all tools and equipment at all times.

Supplier/installation contractors shall not inhibit access to school centers during pursuit of work specified herein.

Installation-contractor shall leave work site in a neat and orderly fashion at the end of each work day.

The installation-contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall Specifications/Scope of Work

Scope of Work-Continued:
remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Supplier/installation contractors or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus. In addition, they must apprise themselves and abide by the rules and regulations of that particular school site.

Installation-contractor shall be responsible for unpacking, uncrating and installation at job site in accordance with specifications herein.

Installation-contractor shall ensure all work is installed straight, level, plum and in workmanlike manner.

Installation-contractor shall verify and be responsible for the accuracy of all field measurements.

Installation-contractor shall be responsible for restoration of the site to its original condition to include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

Supplier/installation contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

An English-speaking supervisor/representative must be on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications and other contract documents and has the authority to act in the installation-contractor's behalf.

Equipment/Installation shall be in compliance with the following Manatee County School District Playground Equipment Committee's guidelines:

1) General: Public use playground equipment shall meet all the requirements of the current ASTM F1487 American Standards for Testing and Measurement and the CPSC Consumer Product Safety Commission and ADA Accessibility guidelines:

2) Specific: Individual pieces of equipment shall meet specific design requirements, in addition to the general design, as indicated in bid specifications.

3) Requirements not addressed in above guidelines shall be in compliance with prevailing safety standards as set forth in "A Handbook for Public Playground Safety" developed by the U.S. Consumer Product Safety Commission and such safety standards indicated by the Florida Recreation and Parks Association. All equipment/installation shall meet current ASTM

Scope of Work-Continued:
Playground Safety Standards for Playground Equipment for Public Use. All state, federal and local safety rules and regulations also must be met.

Upon completion of installation, the Certified National Playground Safety Inspector and the School District of Manatee County Representative shall perform a final inspection prior to use.

CERTIFICATION-INSTALLERS: All bidder's must supply WRITTEN FACTORY /MANUFACTURERS CERTIFICATION that they are certified/authorized to install/repair playground equipment as required by the manufacturer. Failure to supply this documentation may result in bid rejection. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

SUBCONTRACTORS: If subcontractor will be utilized, identify company name as directed on proposal pages 21 through 24. Additional subcontractor may be added per Bidder's written request at the discretion of the Purchasing Department.

HOURS OF OPERATION: The installation-contractor is advised that the installation of these units shall be coordinated with the Project Manager and Principal at each school site. It shall be the installation-contractor's responsibility to perform measures to include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff, students and the general public.

DELIVERY: Prices bid shall be FOB destination to the School District of Manatee County locations, as directed at time of order placement. If a separate charge for shipping is added, price must be firm and based on a price per carton weight total.

Successful bidder's/contractors are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at ALL delivery locations, without assistance of School District personnel with the exception of deliveries to our School District Warehouse. A minimum of forty-eight (48) hours advance notification of delivery is required of all freight carriers.

All freight charges to provide above requirements are to be prepaid by successful bidder's /contractors and added to invoice. Complete documentation of all charges must accompany each invoice for payment.

It is further agreed by all vendors signing this bid that title to all items ordered, remain with the vendor until received and accepted by the School District of Manatee County. Vendor is required to file all claims for damages/shortages etc.

FIXED PERCENTAGE DISCOUNT: Equipment: Bidder shall indicate, in the spaces provided on the Form of Proposal, their firm fixed percentage discount to be deducted from the catalog list prices and which catalog they are offering.

Installation: Bidder shall indicate in the spaces provided on the Form of Proposal their firm fixed percentage of cost (after discount) for installation on park and playground equipment to be installed. The School Board may elect in certain circumstances to purchase only materials and have those materials installed by District staff. These items will be shipped to a designated allocation and unload by District staff.

CATALOG: Each Bidder shall submit with this bid at no charge two (2) current catalog(s). All catalogs shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number. Additionally, each Bidder awarded an optional year renewal will submit at no charge two (2) current catalog(s) as requested. Upon Board approval of bids, all awrdaed Bidder's will be provided a current listing of schools to send one (1) current catalog(s). Catalog(s) shall clearly identify the bid number, bid name, and the bidder's name, address and telephone number, for distribution at vendors' expense. Additional supply of catalogs must be provided to the Purchasing Department as directed at no charge.

WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least three years from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner.

PRODUCT LIABILITY: Products insured for not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. The vendor must agree by signing this contract that products liability coverage will be purchased for all equipment installed for a minimum of seven (7) years. The manufacturer must immediately notify the School District of Manatee County, in writing, of any product defects or safety code violations that they become aware of after equipment is installed on School District property as a result of this contract. This notification must be sent by certified mail to: School District of Manatee County, Attn: Bill Kelly, Risk Manager, 215 Manatee Avenue West, Bradenton, Florida, 34205.

PRICE ADJUSTMENT: The discounts, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the vendor issues an upgraded catalog or replacement(s) to the catalog submitted with the bid, such replacements are to be forwarded to the Manatee County School District Purchasing Department, 215 Manatee Avenue West, Bradenton, FL 34205. Attn: Melody Ryan, Buyer. The replacements are to be received no less than twenty-one (21) days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Supplier-contractor must deliver copies of the replacement catalogs with new manufacturer prices to all Manatee County District Schools as indicated on list received.

The above replacement catalogs shall not be upgraded more than one time in any contract period. No changes in pricing will be honored for the length of this contract.

ORDERS: The District is not obligated to place any order with any supplier/contractor participating in this bid. However, all schools will be urged to refer to catalogs and discounts of awarded vendors in order to obtain items in the most economical manner.

Recommended vendors supplying schools with quotations/purchase information shall also provide the following with each submittal:

1) Independent Lab Certification of compliance with ASTM structural integrity tests.

2) Certification by manufacturer that design complies with current ASTM F1487 for Public Use safety specifications.

3) Certification by manufacturer of compliance with current CPSC guidelines.

4) Written information that the piece of equipment being quoted complies with current ASTM ADA specifications.

5) Written information regarding the age appropriateness of each piece of equipment.

6) Copy of Certificate of Insurance listing the School Board of Manatee County as additional insured.

7) Any other documentation deemed pertinent by the School District of Manatee County Playground Safety Committee.

8) Send a copy of the proposal/orders to Danielle Dimon, Supervisor of Grounds Maintenance at dimond@manateeschools.net.

Orders-Continued

Supplier/contractor shall provide the following information to Danielle Dimon, Supervisor of Grounds Maintenance after installation of playground equipment:

1) Copies of all blueprints, specifications, manufacturer's instructions, extensive parts list, warnings, and any other documentation deemed appropriate by the School Board Grounds Maintenance Department.

2) Certification of proper installation following final inspection from Manufacturer/Supplier, including the certification of the location as required by current ASTM F1487 and CPSC guidelines.

3) Sign-off letter from supplier-contractor stating the date of final inspection, problems found (if any), and repairs made.

LIAISON: Successful installation-contractor shall liaison with designated School District Project Manager, Supervisor of Grounds Maintenance and the school Principal (as applicable) to schedule installation and to arrange for an inspection of finished project.

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

REPAIRS: Hourly rates will be provided on the Form of Proposal for repairs of park and playground equipment. Repairs shall be made by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

KEY EVENTS & DATES

June 18, 2015	Bid notice e-mailed/mailed and/or faxed to prospective bidders & bidding documents posted on the VendorLink and Web Site
June 30, 2015	Questions/Clarifications due
July 2, 2015	Addenda posted to website and VendorLink
July 22, 2015	Proposals due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room 406, Purchasing Department, School Support Center, 215 Manatee Ave West, Bradenton, Florida.
*August 5, 2015, 2015	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 215 Manatee Avenue West, Bradenton, FL @ 2:00p.m. in 406
*On or About August 19, 2015	Notice of Intent to Award posted on department's Web site @ http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing and VendorLink.
*September 8, 2015	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

STATEMENT OF "NO BID"

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

We are not submitting a **BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR** for the following reasons:

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Other (Specify Below)

_____

_____

_____ Please remove our name from your Bidder's List for this classification of materials/services. (Vendor Link is a self-service website, if you have registered and do not want to receive solicitations for this classification of materials/services, you will need to remove the classification of materials/services from you vendor profile.)

NAME OF BIDDER _____

ADDRESS _____

_____

SIGNATURE _____

TITLE _____

FORM OF PROPOSAL

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination.

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN 45 **DAYS AFTER RECEIPT OF ORDER.**

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ **No** ✓

ITEM
NUMBER CATALOG DISCOUNT BID

1) PLAYGROUND EQUIPMENT:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
PLAYWORLD	2015	5.1
ACTION PLAY SYSTEMS	2015	5.1
CHILD FORMS	2015	5.1
SPORTS PLAY	2015	5.1

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF PLAYGROUND EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 30 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment.

Certification attached Yes ✓ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

ITEM NUMBER CATALOG DISCOUNT BID

2) SITE EQUIPMENT:

Include Catalog Name, Number, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
GARED	2015	5%
WEBCOAT / SUPERIOR	2015	5%
KAY PARK	2015	5%
THOMAS STEELE	2015	5%
MADRAX	2015	5%
PARIS	2015	5%
FROG FURNISHINGS / JAYHAWK	2015	5%

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SITE EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 30 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of site equipment.

Certification attached Yes ✓ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

ITEM
NUMBER CATALOG DISCOUNT BID

3) SURFACING MATERIALS:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
X GRASS	2015	5%
FOREVER LAWN	2015	5%
SAFETY 1ST	2015	5%
ROBERTSON / TOT TURF	2015	5%
IRVINE	2015	5%
SOF SURFACES	2015	5%
ZEAGER	2015	5%
FORESTRY RESOURCES	2015	5%
SURFACE AMERICA	2015	5%

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SURFACING MATERIALS:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is VARIES %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of surfacing materials.

Certification attached Yes ✓ or No_____.

INSTALL PRICES NOTED ON PRICE SHEETS/CATALOGS WHERE APPLICABLE

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

ITEM NUMBER	CATALOG DISCOUNT BID

4) SHADE STRUCTURE:

Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Discount Off of Catalog
APOLLO SUNGUARD	2015	5%
SHADE SYSTEMS	2015	5%
CLASSIC	2015	5%

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SHADE STRUCTURE:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage markup for installation is 75 %. Attach to your bid response your Written Factory/Manufacture Certification for the installation of shade structure.

Certification attached Yes ✓ or No_____.

and/or,

b.

If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification.

Certification attached Yes_____ or No_____.

ITEM NUMBER	DESCRIPTION	HOURLY RATE

REPAIRS

5. **Discounted Repairs – Hourly Rate** $ 100 Per Hour
For repair of existing equipment as described above.

6. 25 **% Markup for Repair Materials**

Form of Proposal - continued
Bid on Park and Playground Equipment, MCSD No. 16-0025-MR

REFERENCES

I Luke Russell Vice President being of Playmore West, Inc
(Name and. Title) (Name of Company)
give Manatee County School District authorization to check our company's previous performance. Include letter of recommendation for the reference listed.
Authorizing Signature (Respondent): [signature]

REFERENCE	
COMPANY NAME: Shades OF Green - Armed Forces Rec Center	
COMPANY ADDRESS: 1950 W. Magnolia Palm Drive, Lake Buena Vista, FL 32830	
CONTACT PERSON and EMAIL: Rodney Bath - rbath@shadesofgreen.org	
PHONE NUMBER: 407-824-6499	FAX NUMBER:

The reference should complete the following:		
TECHNICAL PERFORMANCE		
CUSTOMER SATISFACTION/RATINGS	YES	NO
Does the vendor offer quality products?	X - Excellent	
Are your orders filled in a timely manner?	X	
Are they responsive to your needs?	X	
Are they knowledgeable of product they offer?	X	
Does the vendor submit accurate invoices?	X	
Would you use this Contractor again?	X X	

Signature of Reference: Rodney Bath
Title of Reference: Contract Specialist

Rodney Bath
Contract Specialist

Post Office Box 22789
Lake Buena Vista, Florida 32830

407-824-6499 office
407-824-3978 fax
rbath@shadesofgreen.org
www.shadesofgreen.org

shades of green

An Armed Forces Recreation Center

Shades of Green®
on WALT DISNEY WORLD® Resort

An Armed Forces Recreation Center

July 20h, 2015

Hello,

To whom it may concern,

Reference, Playmore West, Demo & Prep Playground Area

Stoney Bates contract with our office was complex in nature. The first challenge was the technical deliveries of the playground components using heavy duty cranes through our golf course without any damage to the grounds. They also dismantled our existing playground components that would be later used at a local church with positive attitudes and was appreciated! On another occasion Playmore was asked to modify the height of first step to accommodate for smaller children reaching the steps of the hollow tree safely. This was a major cost issue and they took care of it immediately without any resistance and quality being the focus.

They were always responsive, on-time and finished with a great job that our guest will enjoy for many years!

Thank you,

Rodney Bath

Rodney Bath
Contract Specialist
Shades of Green, Armed Forces Recreation Center
1950 W. Magnolia Palm Drive
407-824-6499

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: VARIES 1 YEAR - LIFETIME

DEALER'S WARRANTY: 1 YEAR ON INSTALLATION

LOCATION OF REPAIR SERVICES: FT. MYERS, FL

AVAILABILITY OF REPAIR PARTS: 2-4 WEEKS

ESTIMATED TIME TO EFFECT REPAIR: 1-4 WEEKS

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

PLAYWORLD PAYS FOR WARRANTED FREIGHT. OTHERS IT VARIES.

DRUG FREE WORK PLACE CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

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

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

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

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

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

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

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

7/20/15

VENDOR'S SIGNATURE/DATE

PLAYMORE WEST, INC.

COMPANY NAME

FEDERAL DEBARMENT CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

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

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

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

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

PLAYMORE WEST, INC — 16-0025-MR

Organization Name — PR/Award Number or Project Name

LUKE RUSSELL VICE PRESIDENT

Name(s) and Title(s) of Authorized Representative(s)

7-20-15

Signature(s) — Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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

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

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

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

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

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

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

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

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)
BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

Name of bidder: PLAYMORE WEST, INC

Identify the state in which the bidder has its principal place of business: FL

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

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

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

_____
_____
_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

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

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

_____
_____
_____

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

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

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

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

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

Attorney's states of bar admission: _____

BIDDER'S STATEMENT OF LOCAL PREFERENCE
(To be completed by Florida Bidder)
BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD NO. 16-0025-MR

Pursuant to School Board Policy 7.15.1, preference shall be given to a business in the purchase of commodities and services procured by the Board, so long as that business completes this form to assert local preference and establishes a "Qualifying Business Presence" in a "Preferred Geographic Area," as defined in the policy, in one of two ways:

1. The Bidder has a permanent, occupiable, physical structure from which the Bidder operates its principal place of business in one of the "Preferred Geographic Areas"; **or**

2. The Bidder employs at least 75% of its total employees from within a single Preferred Geographic Area in which case the Bidder shall be deemed as having a Qualifying Business Presence within that single area.

"Preferred Geographic Area" means one or more of the following, in declining order of preference:

1. Manatee County
2. Sarasota County
3. Hillsborough, Pinellas, Polk, Hardee, or DeSoto counties
4. Any other Florida counties.

The preference awarded depends on the method of procurement. For invitations to bid, if a Local Bidder's price is within 2% of the lowest bid, then the Local Bidder will have the opportunity to match the low bid within three business days. In Requests for Proposals, Local Bidders will receive bonus points as set out in the policy to be added to the Bidder's final score. See the policy for more details.

TO BE COMPLETED BY THE BIDDER
COMPLETE <u>ONLY</u> IF ASSERTING LOCAL PREFERENCE UNDER BOARD POLICY 7.15.1

Name of bidder: PLAYMORE WEST, INC.

Principal county of business with occupiable permanent structure: LEE County, Florida

Date principal place of business established: FEB, 2000

Percentage of Bidder's employees having permanent residences in the preferred geographic area(s):

Manatee County _____%
Sarasota County _____%
Hillsborough, Pinellas, Polk, Hardee, or DeSoto counties (collectively) 7 %
Any other Florida counties (collectively) 93 %

By signature, the Bidder certifies that the information provided is true and correct as of the time of submission of this form. The School District of Manatee County reserves the right to request conclusive written evidence that all criteria are met. Misrepresentations made on this form or any failure to supply requested evidence shall disqualify the Bidder from asserting local preference and shall constitute grounds to reject the Bidder's bid or proposal.

Signature [signature] Title: VICE PRESIDENT Date: 7-20-15

The Bidder affirms that this bid is submitted without any previous understandings, agreements, or connections with any person, firm, or corporation submitting a bid for the same materials/services, and is in all respects fair and without collusion or fraud.

The Bidder agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Bidder further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

By signing this agreement, the Bidder acknowledges that he/she is an authorized representative of the company submitting this bid and has read and understands the document posted on our website, **"How to Do Business with the School District of Manatee County."**

***Addendum Acknowledgment**: When applicable, vendor **MUST** acknowledge receipt of addendums. **Please mark in the space provided by the appropriate Addendum Number (s).** View website for addendum prior to submitting bid. **(www.myvendorlink.com) or** (www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing)

BIDS RECEIVED WITHOUT ADDENDUM ACKNOWLEDGMENT SHALL BE CONSIDERED NONRESPONSIVE.

Do not submit bid prior to addenda due date!

Addendum No. 1 ✓ **Mark Here** **Addendum No. 2** _____ **Mark Here**

Florida Document Number: P00000016534

Registration Type: ____ **Sole Proprietorship - Individual** _____ **Fictitious Name**

_____ **Out of State (Foreign) Corporation** ✓ **In State Corporation** _____ **Exempt**

BUSINESS/COMPANY NAME: PLAYMORE WEST, INC.

MAILING ADDRESS: 10271 DEER RUN FARMS RD., SUITE 1

CITY, STATE, ZIP CODE: FT. MYERS, FL 33966

TELEPHONE NUMBER: 239-791-2400 DATE 7-20-15

FAX NUMBER: 239-791-2401

*SIGNATURE: **(Blue Ball Point Pen Only)** [signature]

NAME AND TITLE: (Typed) LUKE RUSSELL VICE PRESIDENT

EMAIL ADDRESS: info@playmoreonline.com

School District of Manatee County

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing

SCHOOL BOARD:

ROBERT C. GAUSE *CHAIRMAN*
MARY CANTRELL
KAREN CARPENTER
DAVE "WATCHDOG" MINER * VICE-CHAIRMAN*
CHARLIE KENNEDY

SUPERINTENDENT
DR. DIANA GREENE

July 2, 2015

ADDENDUM No. 1

PARK AND PLAYGROUND EQUIPMENT, MCSD No. 16-0025-MR

The following questions were submitted for clarification on the above listed bid and shall become part of this Invitation for Bid.

Question 1:
My installation contractor would like to bid directly. Is there any reason why they cannot bid directly if listed as my installation contractor?

Answer 1:
No, that would be the correct process.

Question 2:
I did not see any request for any specific products. No locations were posted. No site plans were posted.

Answer 2:
See page 12, Specifications/Scope of Work, paragraph 1. This bid will be utilized as projects arise.

NOTE: Respondents are required to acknowledge receipt of this addendum on the Form of Proposal.

This addendum must be incorporated with other bid documents and become part of the Invitation for Bid. **It MUST be acknowledged on the Form of Proposal in the space provided that the bidder has received this addendum. Bids received without this acknowledgement shall be considered nonresponsive.**

Very truly yours,

Melody Ryan
Buyer