6

**SUBJECT:** Piggyback Volusia County School District Bid# MTS-906BC – Playground & Related Equipment – TOP Line Recreation – Multiple Parks

**BID #: PSC-0410-24** **OPEN DATE: 03/27/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT:** PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM FEBRUARY 1, 2024 THOUGH JANUARY 31, 2025

**AGENCY:** PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

**BASIS OF AWARD**: Piggyback

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

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to Piggyback Volusia County School District Bid# MTS-906BC – Playground & Related Equipment – Top Line Recreation – Multiple Parks for the playground and related equipment at various park locations listed below. Period of service will be from date of executed contract through January 31, 2025. The total expenditure amount not-to-exceed $730,482.23.

**Funding Source:**

Marjenhoff Park
32124.167101.565051.000963.00000000.00000.0000000 - $178,528.65
Tallulah Park
32111.167101.565051.010422.00000000.00000.0000000 - $165,795.71
Terrace Park
32124.167101.565051.000963.00000000.00000.0000000 - $228,893.55
Normandy Sports Complex
32124.167101.565051.000963.00000000.00000.0000000 - $157,264.32

To be executed by formal contract through the Office of General Counsel and processed by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Risk Approval; Contract

**ANALYST:** RENATA BARNETT **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

# City of Jacksonville, Florida

***Donna Deegan, Mayor***

A NEW DAY.

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net


April 25, 2024

**MEMORANDUM**

**TO:** Dustin Freeman, Chief
Procurement Division

**FROM:** Daryl Joseph, Director
Parks, Recreation, and Community Services

**RE:** Piggyback Volusia County School District Bid# MTS-906BC – Playground & Related Equipment – **Top Line Recreation – Multiple Parks**

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The Volusia County School District Bid# MTS-906BC list Top Line Recreation, Inc, as a supplier for Playground and Related Equipment. The Parks, Recreation and Community Services Dept., respectfully request approval to piggyback service under the Volusia County School District Bid# MTS-906BC with Top Line Recreation, Inc.

**The total not-to-exceed amount is $730,482.23.**

Total funding for this project will be encumbered by:

**Marjenhoff Park**
32124.167101.565051.000963.00000000.00000.0000000 for $178,528.65
**Tallulah Park**
32111.167101.565051.010422.00000000.00000.0000000 for $165,795.71
**Terrace Park**
32124.167101.565051 000963.00000000.00000.0000000 for $228,893.55
**Normandy Sports Complex**
32124.167101.565051.000963.00000000.00000.0000000 for $157,264.32

The Parks, Recreation and Community Services Dept., has reviewed for compliance the referenced project and respectfully request, for the parks listed above, Top Line Recreation, Inc, be awarded. The purchases will be made via purchase order.

If you have any questions or if further information is required, please contact Sharon Covart 255-8765.
DJ/sc

# Parks, Recreation & Community Services
## Job Scope / Specifications

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

**POA:**

Date: 4/11/24

Recommended Vendor: Top Line Recreation

Address:

City/State/Zip:

Quote Attached: Yes

**FY23 SCPQL - Playgrounds**

| POETA | Project# | Task# | Expenditure Type | Expenditure Organization | Contract# | Funding Source |
|---|---|---|---|---|---|---|
| | 000963 | 2 | 565051 | PRSC | 32124-384020 | Parks & Rec Capital Projects - Parks and Recreation |

| 1Cloud Funding | Fund | Center | Account | Project | Activity | Interfund | Future |
|---|---|---|---|---|---|---|---|
| | 32124 | 167101 | 565051 | 000963 | 00000000 | 00000 | 0000000 |

| Description of Item / Or Invoice # | QTY | UNIT | UNIT $ | AMOUNT |
|---|---|---|---|---|
| Project is located at: **Normandy Sports Complex** (10851 Normandy Blvd. 32221) | | | $ - | $ - |
| **Contractor to provide material / labor / equipment / transportation / taxes to:** Installation of new playground and associated amenities & site work and removing of existing playground eqp. | | | | $ - |
| Installation of new playground, including, concrete footers, safety surfacing, equipment, and excavation. | 1 | Job | $ 157,264.32 | $ 157,264.32 |
| | | Job | | $ - |
| | | Job | | $ - |

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

| | | | | |
|---|---|---|---|---|
| Contact: Ivy Henderson @ 904.255.7944 upon receipt of purchase order | | | | |
| **Total Amount of Order** | | | | **$ 157,264.32** |
| **Ship to: N/A** | | | | |

Requested By: Ivy Henderson

Requested For: Ivy Henderson

Approved: Daryl T. Joseph, Director

Date: 4/12/24

# QUOTE

| | |
|---|---|
| QUOTE # | TLRQ5553 |
| PROJECT NAME | Normandy Sports |

Top Line RECREATION

**Top Line Recreation Inc.**
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

**Bill to:**
Ivy Henderson
City of Jacksonville Parks & Rec
214 North Hogan Street
Suite 800
Jacksonville, FL 32202
904-255-7944
GHenderson@coj.net

**Ship to:**
Ivy Henderson
City of Jacksonville Parks & Rec
Normandy Sports Complex
10727-1 Normandy AP
Jacksonville, FL 32221
904-255-7944
GHenderson@coj.net

| SALESPERSON | PAYMENT TERMS | QUOTE CREATED | QUOTE EXPIRES |
|---|---|---|---|
| William Johnson | Net 30 | Apr 2, 2024 | May 1, 2024 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | **School Board of Volusia County MTS-906BC** | | |
| 1 | 134-181872-1 | Burke Normandy Sports Complex<br>• Project Number: 134-181872-1 • User Capacity: 93<br>• Age Groups: 2 to 12 • Dimensions: 47' 10"x50' 9" | $95,927.00 | $95,927.00 |
| | | 5.0% Discount per SBVC | | -$4,796.35 |
| 1 | ENG1DM | FL Engineer Sealed Drawings & Calculations | $1,234.18 | $1,234.18 |
| 1 | FREIGHT | Truckload Shipping/Handling to: 32221 | $5,506.33 | $5,506.33 |
| 1 | INSTALL | Installation of Burke #134-181872-1 | $39,118.92 | $39,118.92 |
| | | 5.0% Discount per SBVC | | -$1,955.95 |
| 1 | FABRIC | Supply and install 2,350 SF of filter fabric | $2,381.08 | $2,381.08 |
| | | 5.0% Discount per SBVC | | -$119.05 |
| 1 | HAUL | Remove and haul off 66 CY of EWF playground mulch (2350 SF @ 9" depth) | $12,128.38 | $12,128.38 |
| | | 5.0% Discount per SBVC | | -$606.42 |
| 1 | RAMP | Form and pour 4' wide x 6' wide @ 8.3% max concrete ADA ramp | $2,366.22 | $2,366.22 |
| | | 5.0% Discount per SBVC | | -$118.31 |
| 1 | 1COAST | 109 Cubic Yards Engineered Wood Fibers, Blown-In | $7,888.16 | $7,888.16 |
| 1 | SURVEY | COJ requires special permitting above basic permitting services. This includes cost for Building Permit and Site Work Permit as well as the COJ requirements of site survey to include a scaled site plan that includes the playground layout in black and white showing any adjacent amenities to the playground. As well as includes walkways, ADA parking locations, fencing and site furnishings. Also includes all trees within 50' of playground area. The trees will need to show the DBH (Diameter Breast Height) and the species. | $4,810.13 | $4,810.13 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| 1 | TLCD | Top Line Preferred Customer Loyalty Discount | -$6,500.00 | -$6,500.00 |
| | | | SUBTOTAL | $157,264.32 |
| | | | TAX RATE | |
| | | | SALES TAX | $0.00 |
| | | | TOTAL | $157,264.32 |

Please contact me if I can be of further assistance.
WILL JOHNSON 904-716-7789

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

**Client:**

General Terms

Please note that this order is non cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

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

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

**Customer Responsibilities** (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment
- Provide Access as Outlined below

**Some Optional Responsibilities** (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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

**Building permits**
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

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

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No. _____

**APPROVED**
**By Kevin at 7:23 am, Apr 11, 2024**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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

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

PRODUCER
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 321-214-1990 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS: billh@cooperindiana.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Specialty Un Ins Co | 13037 |
| INSURER B : Evanston Insurance Company | 35378 |
| INSURER C : Old Dominion Insurance Company | 40231 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

**COVERAGES** **CERTIFICATE NUMBER:** 1823305182 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | CSU0142752 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X XCU | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | Y | Y | CA00021590 | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | Y | Y | EZXS3137652 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 4,000 000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000 000 |
| | DED X RETENTION $ $0 00 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability/E&O | | | CSU0142752 | 11/21/2023 | 11/21/2024 | Occurrence<br>Aggregate | 1 000 000<br>3 000 000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Normandy Sports Complex. 10727-1 Normandy AP. Jacksonville, FL 32221
City of Jacksonville Parks & Rec is named as Additional Insured with respect to General Liability & Business Auto policies when required by written contract/agreement. Coverage is primary and non-contributory for completed and ongoing operations. Waiver of Subrogation is in favor of the Additional Insured. Excess policy follows form.

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W. Duval Street, Suite 335
Jacksonville FL 32202-3381
USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**APPROVED**
By Kevin at 7:24 am, Apr 11, 2024

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

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

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

PRODUCER
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): (727) 447-8481 FAX (A/C, No): 
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Zurich Insurance Company | 40142 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
FrankCrum 8, Inc Alt Emp Topline Recreation Inc
100 South Missouri Avenue
Clearwater, FL 33756

**COVERAGES** **CERTIFICATE NUMBER:** 23FL0801030846 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WC 47-58-512-12 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81940-FL | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

Re: (Project) Normandy Sports Complex, 10727-1 Normandy AP, Jacksonville, FL 32221

Endorsements: Waiver of Subrogation

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Todd George

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**WORK PERFORMED BY CO-EMPLOYEES OF:**

Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

**ON THE FOLLOWING PROJECT:**

Re: (Project) Normandy Sports Complex, 10727-1 Normandy AP, Jacksonville, FL 32221

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 04/09/2024 Policy No: WC 47-58-512-12 Endorsement No:

Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative


Copyright 1983 National Council on Compensation Insurance.

# Parks, Recreation & Community Services
## Job Scope / Specifications

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

**POA:**

Date: 4/11/24

Recommended Vendor: Top Line Recreation

Address:

City/State/Zip:

Quote Attached: Yes

**FY23 SCPQL - Playgrounds**

| POETA | Project# | Task# | Expenditure Type | Expenditure Organization | Contract# | Funding Source | |
|---|---|---|---|---|---|---|---|
| | 000963 | 2 | 565051 | PRSC | 32124-384020 | Parks & Rec Capital Projects - Parks and Recreation | |
| **1Cloud Funding** | **Fund** | **Center** | **Account** | **Project** | **Activity** | **Interfund** | **Future** |
| | 32124 | 167101 | 565051 | 000963 | 00000000 | 00000 | 0000000 |

| Description of Item / Or Invoice # | QTY | UNIT | UNIT $ | AMOUNT |
|---|---|---|---|---|
| Project is located at: **Terrace Park** (657 Edgewood Ave N 32254) | | | $ - | $ - |
| **Contractor to provide material / labor / equipment / transportation / taxes to:** Installation of new playground and associated amenities & site work and removing of existing playground eqp. | | | | $ - |
| Installation of new playground, all associated footers, safety surface surfacing, eqp. and excavation. | 1 | Job | $ 228,893.55 | $ 228,893.55 |
| | | | | $ - |
| | | | | $ - |

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

| | | | | |
|---|---|---|---|---|
| Contact: Ivy Henderson @ 904.255.7944 upon receipt of purchase order | | | | |
| **Total Amount of Order** | | | | **$ 228,893.55** |
| **Ship to: N/A** | | | | |

Requested By: Ivy Henderson

Requested For: Ivy Henderson

Approved:

Date: 4/17/24

**Daryl T. Joseph, Director**

# QUOTE

| | |
|---|---|
| QUOTE # | TLRQ5550 |
| PROJECT NAME | Terrace Park |

Top Line RECREATION

**Top Line Recreation Inc.**
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

**Bill to:**
Ivy Henderson
City of Jacksonville Parks & Rec
214 North Hogan Street
Suite 800
Jacksonville, FL 32202
904-255-7944
GHenderson@coj.net

**Ship to:**
Ivy Henderson
City of Jacksonville Parks & Rec
Terrace Park
657 Edgewater Avenue North
Jacksonville, FL 32254
904-255-7944
GHenderson@coj.net

| SALESPERSON | PAYMENT TERMS | QUOTE CREATED | QUOTE EXPIRES |
|---|---|---|---|
| William Johnson | Net 30 | Apr 2, 2024 | May 2, 2024 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | **School Board of Volusia County MTS-906BC** | | |
| 1 | 134-181866-1 | Burke Terrace Park<br>• Project Number: 134-181866-1 • User Capacity: 144<br>• Age Groups: 2 to 12 • Dimensions: 68' 7"x59' 0" | $120,705.00 | $120,705.00 |
| | | 5.0% Discount per SBVC | | -$6,035.25 |
| 1 | ENG2DM | FL Engineer Sealed Drawings & Calculations | $2,468.35 | $2,468.35 |
| 1 | FREIGHT | Truckload Shipping/Handling to: 32254 | $5,506.33 | $5,506.33 |
| 1 | INSTALL | Installation of Burke 134-181866-1 | $49,297.30 | $49,297.30 |
| | | 5.0% Discount per SBVC | | -$2,464.87 |
| 1 | DEMO | Playground Removal:<br>• Remove and haul away existing playground structures.<br>• Includes dumpster. | $4,945.95 | $4,945.95 |
| | | 5.0% Discount per SBVC | | -$247.30 |
| 1 | HAUL | Dirt Removal:<br>• Excavate and haul off 150 cy of dirt (4,040 sf @ 12" depth). | $34,902.70 | $34,902.70 |
| | | 5.0% Discount per SBVC | | -$1,745.14 |
| 1 | CURB | Ribbon curb<br>Pour and form 6" x 12" @ 128 ft concrete ribbon curb.<br>Notate Quote: The concrete ribbon curb is only for the two sides of the play area that do not include the sidewalk. Sidewalk is by others and not included in our scope of work. | $4,251.35 | $4,251.35 |
| | | 5.0% Discount per SBVC | | -$212.57 |
| 1 | FABRIC | Filter Fabric:<br>• Supply and install 4,040 sf of filter fabric. | $2,670.27 | $2,670.27 |
| | | 5.0% Discount per SBVC | | -$133.51 |
| 1 | RAMP | | $2,366.22 | $2,366.22 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | Concrete ADA ramp:<br>• Form and pour 4' wide x 6' long and 8.3% slope max ADA ramp. | | |
| | | 5.0% Discount per SBVC | | -$118.31 |
| 1 | 1COAST | 187 Cubic Yards Engineered Wood Fibers, Blown-In | $13,532.89 | $13,532.89 |
| | | 3.0% Discount per SBVC | | -$405.99 |
| 1 | GPR | Ground Penetrating Radar (GPR) Locate and Mapping) Note: It is highly recommended to have a GPR Locate conducted in any new playground area. | $2,000.00 | $2,000.00 |
| 1 | SURVEY | COJ requires special permitting above basic permitting services. This includes cost for Building Permit and Site Work Permit as well as the COJ requirements of site survey to include a scaled site plan that includes the playground layout in black and white showing any adjacent amenities to the playground. As well as includes walkways, ADA parking locations, fencing and site furnishings. Also includes all trees within 50' of playground area. The trees will need to show the DBH (Diameter Breast Height) and the species. | $4,810.13 | $4,810.13 |
| 1 | TLRCD | Top Line Preferred Customer Loyalty Discount | -$7,200.00 | -$7,200.00 |
| | | | SUBTOTAL | $228,893.55 |
| | | | TAX RATE | |
| | | | SALES TAX | $0.00 |
| | | | TOTAL | $228,893.55 |

Please contact me if I can be of further assistance.
WILL JOHNSON 904-716-7789

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

**Client:**

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

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

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

**Customer Responsibilities** (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities** (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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

**Building permits**
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

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

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No _____

**APPROVED**
*By Kevin at 3:42 pm, Apr 10, 2024*

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2024

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

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

PRODUCER
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No): 
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : American Zurich Insurance Company — 40142
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
FrankCrum 8, nc AIL Emp: Topline Recreation Inc.
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES — CERTIFICATE NUMBER: 23FL0801030846 — REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB — OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB — CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC 47-58-512-12 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81940-FL | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

Re: (Project) Terrace Park, 657 Edgewater Avenue North, Jacksonville, FL 32254

Endorsements. Waiver of Subrogation

CERTIFICATE HOLDER

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Todd George

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**WORK PERFORMED BY CO-EMPLOYEES OF:**

Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

**ON THE FOLLOWING PROJECT:**

Re: (Project) Terrace Park, 657 Edgewater Avenue North, Jacksonville, FL 32254

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 04/09/2024 Policy No. WC 47-58-512 12 Endorsement No:

Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By

Authorized Representative



Copyright 1983 National Council on Compensation Insurance.

**APPROVED**
**By Kevin at 3:41 pm, Apr 10, 2024**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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

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

PRODUCER
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 321-214-1990 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS: billh@cooperindiana.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Specialty Un Ins Co | 13037 |
| INSURER B : Evanston Insurance Company | 35378 |
| INSURER C : Old Dominion Insurance Company | 40231 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

**COVERAGES** **CERTIFICATE NUMBER:** 1275929001 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | CSU0142752 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | CA00021590 | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ $0.00 | Y | Y | EZXS3137652 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability/E&O | | | CSU0142752 | 11/21/2023 | 11/21/2024 | Occurrence<br>Aggregate | 1,000,000<br>3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Terrace Park. 657 Edgewater Avenue North. Jacksonville, FL 32254.
City of Jacksonville Parks & Rec is named as Additional Insured with respect to General Liability & Business Auto policies when required by written contract/agreement. Coverage is primary and non-contributory for completed and ongoing operations. Waiver of Subrogation is in favor of the Additional Insured. Excess policy follows form.

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W. Duval Street, Suite 335
Jacksonville FL 32202-3381
USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Parks, Recreation & Community Services
## Job Scope / Specifications

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

**POA:**

Date: 4/11/24

Recommended Vendor: Top Line Recreation

Address:

City/State/Zip:

Quote Attached: Yes

**FY23 SCPQL - Playgrounds**

| POETA | Project# | Task# | Expenditure Type | Expenditure Organization | Contract# | Funding Source |
|---|---|---|---|---|---|---|
| | 000963 | 2 | 565051 | PRSC | 32124-384020 | Parks & Rec Capital Projects - Parks and Recreation |

| 1Cloud Funding | Fund | Center | Account | Project | Activity | Interfund | Future |
|---|---|---|---|---|---|---|---|
| | 32124 | 167101 | 565051 | 000963 | 00000000 | 00000 | 0000000 |

| Description of Item / Or Invoice # | QTY | UNIT | UNIT $ | AMOUNT |
|---|---|---|---|---|
| Project is located at: **Tallulah Park** (336 Tallulah Ave 32208) | | | $ - | $ - |
| **Contractor to provide material / labor / equipment / transportation / taxes to:** Installation of new playground and associated amenities & site work and removing of existing playground eqp. | | | | $ - |
| Installation of new playground, associated footers, safety surfacing, equipment, and excavation. | 1 | Job | $ 165,795.71 | $ 165,795.71 |
| | | Job | | $ - |
| | | Job | | $ - |

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

| | | | | |
|---|---|---|---|---|
| Contact: Ivy Henderson @ 904.255.7944 upon receipt of purchase order | | | | |
| **Total Amount of Order** | | | | **$ 165,795.71** |
| **Ship to: N/A** | | | | |

Requested By: Ivy Henderson

Requested For: Ivy Henderson

Approved: Daryl T. Joseph, Director

Date: 4/17/24

# QUOTE

| | |
|---|---|
| QUOTE # | TLRQ5262-04 |
| PROJECT NAME | Tallulah Park |

Top Line RECREATION


**Top Line Recreation Inc.**
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359


Bill to:

Ivy Henderson
City of Jacksonville Parks & Rec
214 North Hogan Street
Suite 800
Jacksonville, FL 32202
904-255-7944
GHenderson@coj.net

Ship to:

William Johnson
City of Jacksonville Parks & Rec
Tallulah Park
382 Tallulah Avenue
Jacksonville, FL 32208
904-716-7789
william@sunnystatefl.com

| SALESPERSON | PAYMENT TERMS | QUOTE CREATED | QUOTE EXPIRES |
|---|---|---|---|
| William Johnson | Purchase Order | Apr 12, 2024 | May 8, 2024 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | **Tallulah Park**<br>**School Board of Volusia County MTS-906BC** | | |
| 1 | 134-179544-1 | Burke Playground #134-179544-1 Age Group: 2-12<br>User Capacity: 130 *Borders not included | $105,350.00 | $105,350.00 |
| | | 5.0% Discount per SBVC | | -$5,267.50 |
| 1 | ENG2DM | FL Engineer Sealed Drawings & Calculations (2) | $1,234.18 | $1,234.18 |
| 1 | FREIGHT | Truckload Charges to Jacksonville, FL 32208 | $5,506.33 | $5,506.33 |
| | | **Buildworx Installation Services** | | |
| 1 | INSTALL | Installation of Burke #134-179544-1<br>*Removal of existing 2 bay swing by City | $37,356.76 | $37,356.76 |
| | | 5.0% Discount per SBVC | | -$1,867.84 |
| 1 | DEMO | Remove existing mulch: excavate and haul off mulch/dirt (area is 4,116SF @ 8" = 102CY) • Includes dumpsters for haul away. | $20,170.27 | $20,170.27 |
| | | 5.0% Discount per SBVC | | -$1,008.51 |
| 1 | FABRIC | Supply and Install 4,116 SF of filter fabric. | $2,745.95 | $2,745.95 |
| | | 5.0% Discount per SBVC | | -$137.30 |
| 1 | RAMP | Install (1) ADA concrete ramp into play area (slope of 8.3% max and at least 4'x6' in size). | $521.62 | $521.62 |
| | | 5.0% Discount per SBVC | | -$26.08 |
| 1 | PERMIT | Duval Permit Submittal Service: Includes cost for Building Permit and Site Work Permit. | $4,810.13 | $4,810.13 |
| | | **Safety Surfacing (EWF)** | | |
| 1 | 1stCOAST | 191 CY Engineered Wood Fibers (EWF), Blown-In 4,116 SF at 15" to settle to 12" | $13,822.37 | $13,822.37 |
| | | 3.0% Discount per SBVC | | -$414.67 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| 1 | TLRPC | Top Line Preferred Customer Loyalty Discount | -$17,000.00 | -$17,000.00 |
| | | | SUBTOTAL | $165,795.71 |
| | | | TAX RATE | |
| | | | SALES TAX | $0.00 |
| | | | TOTAL | $165,795.71 |

Please contact me if I can be of further assistance.
WILL JOHNSON 904-716-7789

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888 909 0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

**Client:**

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following.

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted

**Installation Terms:**
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

**Customer Responsibilities** (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment
- Provide Access as Outlined below

**Some Optional Responsibilities** (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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

**Building permits**
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

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

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No._____

**APPROVED**
**By Kevin at 3:37 pm, Apr 10, 2024**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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

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

PRODUCER
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 321-214-1990 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS: billh@cooperindiana.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Specialty Un Ins Co | 13037 |
| INSURER B : Evanston Insurance Company | 35378 |
| INSURER C : Old Dominion Insurance Company | 40231 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED TOPLINE-01
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona FL 32725

**COVERAGES** **CERTIFICATE NUMBER:** 1924905436 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | CSU0142752 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X XCU | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | Y | Y | CA00021590 | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | Y | Y | EZXS3137652 | 11/21/2023 | 11/21/2024 | EACH OCCURRENCE | $ 4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ $0.00 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability/E&O | | | CSU0142752 | 11/21/2023 | 11/21/2024 | Occurrence<br>Aggregate | 1,000 000<br>3,000 000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Tallulah Park - 382 Tallulah Avenue - Jacksonville, FL 32208.
City of Jacksonville Parks & Rec is named as Additional Insured with respect to General Liability & Business Auto policies when required by written contract/agreement. Coverage is primary and non-contributory for completed and ongoing operations. Waiver of Subrogation is in favor of the Additional Insured. Excess policy follows form.

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W. Duval Street, Suite 335
Jacksonville FL 32202-3381
USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**APPROVED**
*By Kevin at 3:36 pm, Apr 10, 2024*

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

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

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

PRODUCER
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Zurich Insurance Company | 40142 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc.
100 South Missouri Avenue
Clearwater, FL 33756

**COVERAGES** **CERTIFICATE NUMBER:** 23FL0801030846 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WC 47-58-512-12 | 06/01/2023 | 06/01/2024 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

Location Coverage Period: 06/01/2023 06/01/2024 Client# 81940-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

Re: Talluah Park, 382 Talluah Avenue, Jacksonville, FL 32208

Endorsements: Waiver of Subrogation

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Todd Hanger

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**WORK PERFORMED BY CO-EMPLOYEES OF:**

Topline Recreation Inc
2922 Howland Blvd Ste 3
Deltona, FL 32725

**ON THE FOLLOWING PROJECT:**

Re. Tallulah Park, 382 Tallulah Avenue, Jacksonville, FL 32208

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 04/09/2024 Policy No: WC 47-58-512-12 Endorsement No:

Insured: FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc. Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative



Copyright 1983 National Council on Compensation Insurance.

# Parks, Recreation & Community Services
## Job Scope / Specifications

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

**POA:**

Date: 4/11/24

Recommended Vendor: Top Line Recreation

Address:

City/State/Zip:

Quote Attached: Yes

**FY23 SCPQL - Playgrounds**

| POETA | Project# | Task# | Expenditure Type | Expenditure Organization | Contract# | Funding Source |
|---|---|---|---|---|---|---|
| | 000963 | 2 | 565051 | PRSC | 32124-384020 | Parks & Rec Capital Projects - Parks and Recreation |

| 1Cloud Funding | Fund | Center | Account | Project | Activity | Interfund | Future |
|---|---|---|---|---|---|---|---|
| | 32124 | 167101 | 565051 | 000963 | 00000000 | 00000 | 0000000 |

| Description of Item / Or Invoice # | QTY | UNIT | UNIT $ | AMOUNT |
|---|---|---|---|---|
| Project is located at: **Marjenhoff Park** (1955 Southampton Jacksonville FL 32207 | | | $ - | $ - |
| **Contractor to provide material / labor / equipment / transportation / taxes to:** Installation of new playground and associated amenities & site work and removing of existing playground eqp. | | | | $ - |
| Installation of new playground, associated footers, safety surfacing, equipment, and excavation. | 1 | Job | $ 178,528.65 | $ 178,528.65 |
| | | | | $ - |
| | | | | $ - |

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

| | | | | |
|---|---|---|---|---|
| Contact Ivy Henderson @ 904.255.7944 upon receipt of purchase order | | | | |
| **Total Amount of Order** | | | | **$ 178,528.65** |
| **Ship to: N/A** | | | | |

Requested By: Ivy Henderson

Requested For: Ivy Henderson

Approved: Daryl T. Joseph, Director

Date: 4/17/24

# QUOTE

| | |
|---|---|
| QUOTE # | TLRQ5549 |
| PROJECT NAME | Marjenhoff Park |

Top Line RECREATION

**Top Line Recreation Inc.**
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

**Bill to:**
Ivy Henderson
City of Jacksonville Parks & Rec
214 North Hogan Street
Suite 800
Jacksonville, FL 32202
904-255-7944
GHenderson@coj.net

**Ship to:**
Ivy Henderson
City of Jacksonville Parks & Rec
Marjenhoff Park
1955 Southampton Road
Jacksonville, FL 32207
904-255-7944
GHenderson@coj.net

| SALESPERSON | PAYMENT TERMS | QUOTE CREATED | QUOTE EXPIRES |
|---|---|---|---|
| William Johnson | Net 30 | Apr 12, 2024 | May 10, 2024 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | **School District of Volusia County MTS-906BC** | | |
| 1 | 134-181860-1 | Burke Marjenhoff Park<br>• Project Number: 134-181860-1 • User Capacity: 104<br>• Age Groups: 2 to 12 • Dimensions: 87' 2"x61' 6" | $102,368.00 | $102,368.00 |
| | | 5.0% Discount per SBVC | | -$5,118.40 |
| 1 | ENG2DM | FL Engineer Sealed Drawings & Calculations | $2,468.35 | $2,468.35 |
| 1 | FREIGHT | Truckload Shipping/Handling to: 32207 | $5,506.33 | $5,506.33 |
| 1 | INSTALL | Installation of Burke 134-181860-1 | $40,831.08 | $40,831.08 |
| | | 5.0% Discount per SBVC | | -$2,041.55 |
| 1 | FABRIC | Supply and install 3,675 SF of filter fabric | $2,745.95 | $2,745.95 |
| | | 5.0% Discount per SBVC | | -$137.30 |
| 1 | RAMP | ADA concrete ramp into playground (slope of 8.3% max and at least 4'x6' in size) | $2,366.22 | $2,366.22 |
| | | 5.0% Discount per SBVC | | -$118.31 |
| 1 | DEMO | Remove existing mulch: excavate and haul off mulch/dirt to finish grade. Area is 3,675SF @ 6" 68.06 CY. • Includes dumpsters for haul away. | $19,825.68 | $19,825.68 |
| | | 5.0% Discount per SBVC | | -$991.28 |
| 1 | 1COAST | 171 Cubic Yards Engineered Wood Fibers, Blown-In | $12,375.00 | $12,375.00 |
| | | 3.0% Discount per SBVC | | -$371.25 |
| 1 | SURVEY | COJ requires special permitting above basic permitting services. This includes cost for Building Permit and Site Work Permit as well as the COJ requirements of site survey to include a scaled site plan that includes the playground layout in black and white showing any adjacent amenities to the playground. As well as includes walkways, ADA parking locations, fencing and site furnishings. Also includes all | $4,810.13 | $4,810.13 |

| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|
| | | trees within 50' of playground area. The trees will need to show the DBH (Diameter Breast Height) and the species. | | |
| 1 | TLRCD | Top Line Preferred Customer Loyalty Discount | -$5,990.00 | -$5,990.00 |
| | | | SUBTOTAL | $178,528.65 |
| | | | TAX RATE | |
| | | | SALES TAX | $0.00 |
| | | | TOTAL | $178,528.65 |

Please contact me if I can be of further assistance.
WILL JOHNSON 904-716-7789

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

**Client:**

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

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

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

**Installation Terms:**
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (if site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

**Customer Responsibilities** (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

**Some Optional Responsibilities** (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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

**Building permits**
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

**Other Notes:**
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

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

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No. _____

**APPROVED**
**By Kevin at 3:39 pm, Apr 10, 2024**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

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

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

PRODUCER
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc.
100 South Missouri Avenue
Clearwater, FL 33756

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Zurich Insurance Company | 40142 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:23FL0801030846** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE ☐ OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | |
| | | | | | | | MED EXP (Any one person) | $ | |
| | | | | | | | PERSONAL & ADV INJURY | $ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | |
| | POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | DED / RETENTION $ | | | | | | | $ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A | X | | WC 47-58-512-12 | 06/01/2023 | 06/01/2024 | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

Location Coverage Period: 06/01/2023 06/01/2024 Client# 81940-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Topline Recreation Inc
2922 Howland Blvd Ste 3
Deltona, FL 32725

Re: (Project) Marjenhoff Park, 1955 Southampton Road, Jacksonville, FL 32207

Endorsements: Waiver of Subrogation

**CERTIFICATE HOLDER**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Todd George

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Jacksonville Parks & Rec
117 W Duval Street
Suite 335
Jacksonville, FL 32202

**WORK PERFORMED BY CO-EMPLOYEES OF:**

Topline Recreation Inc.
2922 Howland Blvd Ste 3
Deltona, FL 32725

**ON THE FOLLOWING PROJECT:**

Re: (Project) Marjenhoff Park, 1955 Southampton Road, Jacksonville, FL 32207

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 04/09/2024 Policy No: WC 47-58-512-12 Endorsement No:

Insured. FrankCrum 8, Inc. Alt. Emp: Topline Recreation Inc Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative



Copyright 1983 National Council on Compensation Insurance.

VOLUSIA COUNTY SCHOOLS

**School Board of Volusia County**

**Ms. Jamie M. Haynes, Chair**
**Mrs. Anita Burnette, Vice Chair**
**Mr. Ruben Colón**
**Mr. Carl Persis**
**Mrs. Jessie Thompson**

**Dr. Carmen Balgobin**
**Superintendent of Schools**

December 4, 2023

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
**Renewal Effective: 02/01/2024 to 01/31/2025**

Dear Ms. Perkins,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2024. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2024 and end on January 31, 2025.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at ceduncan@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Monday, December 11, 2023.**

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Cheryl Duncan

Cheryl Duncan
Buyer, Purchasing Department

| I **AGREE** to the renewal of MTS-906BC. | I **DO NOT AGREE** to the renewal of MTS-906BC. |
|---|---|
| Sonia Perkins<br>Signature | Signature |
| 12-04-2024<br>Date | Date |
| SONIA PERKINS - PRESIDENT<br>Type/Printed Name of Above | Type/Printed Name of Above |

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

**Agenda Item Details**

| | |
|---|---|
| Meeting | Mar 27, 2020 - Agenda - 3:30 PM - The School Board of Volusia County, Florida |
| Category | 10. Consent-Operations Services-Purchasing |
| Subject | 10.01 Added Vendor MTS-906BC, Playground and Related Equipment |
| Type | Action (Consent) |
| Fiscal Impact | Yes |
| Budgeted | Yes |
| Budget Source | General |
| Recommended Action | The superintendent recommends approval of Added Vendor MTS-906BC, Playground and Related Equipment. |
| Goals | |

BACKGROUND:
The purpose of this added vendor is to increase the pool of available suppliers to provide products for playground equipment.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

3-24-20 Board Added Vendor-Topline Rec1.pdf (12,345 KB)

**Motion & Voting**

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Carl Persis.
Final Resolution: Motion Carries
Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

## ADDED VENDOR FOR BOARD APPROVAL

| NAME OF CONTRACT | BID / RFP NUMBER | EST. ANNUAL EXPENDITURE | CONTRACT PERIOD | AWARDED VENDOR(S) | COMMENTS |
|---|---|---|---|---|---|
| Playgrounds and Related Equipment | MTS-906BC | Varies | 3/25/2020 1/31/2022 | Top Line Recreation, Inc., Deltona, FL | The purpose of adding this new vendor is to bolster competition and to provide the District with a wider variety of percentage discounts for playgrounds and related equipment for District Wide use. |

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

# INVITATION TO BID



**ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT**

**BID NO.: MTS-906BC**
**RELEASE DATE: October 23, 2018**

**F.O.B. DESTINATION:** REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
**BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.**

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

**Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.**
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

____ Literature ____ Specifications X Catalogs
X Debarment Form **Page 22**
X List of References **Page 20**
X Drug-Free Workplace Certification **Page 26**
X Digital Submittal Required

X Non-Collusion & Non-Conflict of Interest **Pages 23-25**
X Manufacturer's Certificate of Warranty
X Bidder's Response Sheet **Exhibit A**
X Statement of Principal Place of Business Form **Page 21**

X Certificate of Insurance: **See enclosed guidelines for detailed specifications**
X Additional submittals specific to this bid may also be required: **See solicitation for details**

**.RIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS**

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED**

Company Name: TOP LINE RECREATION, INC

Address: 2922 HOWLAND BLVD - SUITE 4

City: DELTONA State: FL Zip Code: 32725

EMAIL: soniap@toplinerec.com Telephone: 386-575-8359 FAX: 888-909-0549

**Signature of Owner or Authorized Officer/Agent:** Sonia Perkins

Typed Name of Above: SONIA M PERKINS

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

***NO BID*** **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

- ☐ 1. Insufficient time to respond
- ☐ 2. Specifications were unclear or restrictive
- ☐ 3. Could not meet bonding requirements
- ☐ 4. Our schedule will not permit us to respond
- ☐ 5. Terms & Conditions were unclear or restrictive
- ☐ 6. Could not meet specifications
- ☐ 7. Addendum received too late to respond
- ☐ 8. Could not meet Insurance requirements
- ☐ 9. We do not offer the product or service requested
- ☐ 10. Remove our company name from this commodity listing only.
- ☐ 11. Keep our company on the bid list for future bids
- ☐ 12. Other _____

# MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

**Exhibit A**
**Bidder's Response Sheet**

**Directions to all Bidders:** Place your percentage discount next to each categorical item that your are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1: Bidder's may select more than one category. Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.**

| Category | % Discount | Not Applicable | Catalog Name & No. |
|---|---|---|---|
| Playground Design & Layout Services | 100 % | | |
| Grading and Site Prep Services | 5 % | | |
| Playground Equipment | 5 % | | BCI BURKE |
| Playground Equipment Installation | 5 % | | |
| Surfacing Materials | 3 % | | |
| Surfacing Materials Installation | 3 % | | |
| Shade Structures | 25 % | | SHADE SYSTEM |
| Shade Structure Installation | 5 % | | |
| Picnic Tables | 5 % | | MYCOAT |
| Picnic Table Installation | 5 % | | |
| Park Benches | 5 % | | MYCOAT |
| Park Bench Installation | 5 % | | |
| Trash Receptacles | 5 % | | MYTCOAT |
| Trash Receptacle Installation | 5 % | | |
| Miscellaneous Playground Equipment | 5 % | | |
| Misc. Playground Equipment Installation | 5 % | | |
| Miscellaneous Repair Services | 5 % | | |
| Miscellaneous Repair Parts | 5 % | | |
| Other: SHELTERS | 5 % | | AMERICANA |
| Other: SPORTS EQUIPMENT | 5 % | | PETTERSON WILLIANS |
| Other: MUSICAL OUTDOOR EQUIPMENT | 5 % | | PERCUSSION PLAY |

**Vendor dba Name (Print or Type):** TOP LINE RECREATION, INC

**Vendor Representative Name (Print or Type):** SONIA M PERKINS **Date:** 02/24/2020

**Vendor Representative Signature (Blue Ink or Digital Signature):** Sonia Perkins

## RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: 9 Years performing work specialty: 30

   License or business tax receipt currently valid in force: FEIN - 45-3009109

2. Vendor's Representative
   Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name: TERRY R PERKINS Phone #: 386-575-8359 Cell #: 407-466-2909

   Email: terryp@toplinerec.com

3. Has Vendor been declared in default of any contract? ☐ Yes ☒ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract? ☐ Yes ☒ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☒ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☒ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☒ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐ Yes ☒ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-schoolsystem.

**Reference # 1**

Organization Name: CITY OF FORT LAUDERDALE Telephone #: 954-828-5229

Contact Name: ENRIQUE SANCHES E-mail Address: esanchez@ftlauderdale.gov

Scope of Work Provided: PLAYGROUND - SHADE - POURED IN PLACE (SAFETY SURFACE)

Project Dollar Value: 241,451.90 Present Contract Status: COMPLETED Contract Dates: 09/01/2019

**Reference # 2**

Organization Name: ST BANABAS EPISCOPAL SCHOOL Telephone #: 386-490-5578

Contact Name: PAUL GARCIA E-mail Address: pgarcia@sbesys.org

Scope of Work Provided: PLAYGROUND - SHADE - SYNTHETIC TURF

Project Dollar Value: 96,751.36 Present Contract Status: COMPLETED Contract Dates: 01/09/2019

**Reference # 3**

Organization Name: ORANGE COUNTY PUBLIC SCHOOL Telephone #: 407-317-3700 OCPS 407-955-1195 CPPI

Contact Name: Yuvenny M Dilorenzo (OCPS) STEVE WILLIAM (CPPI) E-mail Address: yuvenny.dilorenzo@ocps.net / steve.williams@cppi.com

Scope of Work Provided: PLAYGROUND

Project Dollar Value: 127,000.00 Present Contract Status: COMPLETED Contract Dates: 01/25/2018

## BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
***(To be completed by each Bidder)***

Name of Bidder: TOP LINE RECREATION, INC

Identify the state in which the Bidder has its principal place of business: FLORIDA

Bidder's signature: Sonia Perlman

**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), Florida Statutes, 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), Florida Statutes.**

## 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: _____

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

### Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.

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 which this bid 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," and "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 bid 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 bid that it will include the 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 Non- procurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in 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.

### Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid 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 attach an explanation to this bid.

| | |
|---|---|
| Name of Applicant<br>TOP LINERECREATION, INC | PR/Award Number and/or Project Name<br>MTS-906BC |
| Printed Name<br>SONIA M PERKINS | Title of Authorized Representative<br>PRESIDENT |
| Signature | Date<br>02/24/2020 |

*ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88) which is obsolete*

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124



## AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).

2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.

3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.

4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.

5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.

6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.

7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:**

SIGNED BY Sonia Perlin TITLE PRESIDENT

COMPANY NAME TOP LINE RECREATION, INC TELEPHONE NO. 386-575-8359

ADDRESS 2922 HOWLAND BLVD - SUITE 4 DATE 02/24/2020

CITY DELTONA STATE FL ZIP CODE 32725

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

N/A

## REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.
***See previous page for full policy statement.***
Completion of this request does not constitute authorization for work to begin or for services to be provided

| | |
|---|---|
| Name and Title of Employee making request | ☐ Employee ☐ Former Employee |
| Division / Department | Separation Date: |
| Building / Room | Telephone Extension |

CHECK AND COMPLETE THE APPROPRIATE ITEM:

☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| | |
|---|---|
| Name of Relative: | Relationship: |
| Address: | |

☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| |
|---|
| Name of Business: |
| Nature of Interest: |

☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| | |
|---|---|
| Name of Relative: | Relationship: |
| Address: | |
| Name of Business: | |
| Nature of Interest: | |

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

**I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.**
**I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.**

| | |
|---|---|
| Signature of Employee | Date |

**APPROVALS**

| | |
|---|---|
| Employee's Department Head (not required if former employee) | Other Administrative Approval |

* See reverse side for definition

**The School District of Volusia County**
***Purchasing & Warehouse Services***
**3750 Olson Drive**
**Daytona Beach, FL 32124**

**Ph: 386-947-8786**
**Fax: 386-506-5056**

## POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

### Definitions

**Employee**—any individual who is presently employed by the District or whole separation from the District occurred within two years of the date of the proposed transaction.

**Near Relative**—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

**Employee-Vendor Relationship**—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

### Policy

**Conflict of Interest**—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— *"No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*

*Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."*

**Ethics in Purchasing**—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

**READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID**

SIGNED BY: [signature] TITLE: PRESIDENT

COMPANY NAME: TOP LINE RECREATION, INC TELEPHONE NO.: 386-575-8359

ADDRESS: 2922 HOWLAND BLVD - SUITE 4 DATE: 02/24/2020

CITY: DELTONA STATE: FLORIDA

## DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

TOP LINE RECREATION, INC Does:
Name of Business

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date 02/24/2020

# PUBLIC ENTITY CRIMES FORM

## SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. MTS-906BC for THE SCHOOL BOARD OF VOLUSIA COUNTY.

2. This sworn statement is submitted by TOP LINE RECREATION, INC (Name of entity submitting sworn statement) whose business address is 2922 HOWLAND BLVD - SUITE 4 - DELTONA, FL 32725 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3009109. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is SONIA M PERKINS and my relationship to the TOP LINE RECREATION, INC (please print name of individual signing) entity name above is PRESIDENT / OWNER.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, *means*:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

Sonia Perkins Date: 02/24/2020
(Signature)

STATE OF Florida COUNTY OF Volusia

Sonia Perkins APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this 24 day of February, 2020.

NOTARY PUBLIC

My commission expires: Feb 13, 2022

BREANNA LEIGH HUBBARD
Notary Public - State of Florida
Commission # GG 185204
My Comm. Expires Feb 13, 2022
Bonded through National Notary Assn.

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

TOP LINE RECREATION, INC

Name/Address of Organization

SONIA M PERKINS - PRESIDENT

Name /Title of Submitting Official

Signature

02/24/2020

Date

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ( ) a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ( )<br>a. bid/offer/application<br>b. initial award<br>c. post-award | ( ) a. initial filling<br>b. material change<br><br>**For Material Change Only:**<br>year _____ quarter _____<br><br>date of last report |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>( ) Prime ( ) Sub-awardee<br>Tier _____ *(if known)*<br><br>**Congressional District,** *if known*: | **5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CDA Number, *if applicable:* _____ |
| **8. Federal Action Number**, *if known*: | **9. Award Amount,** *if known*:<br><br>$ |
| **10. a. Name and Address of Lobbying Entity** *(if individual, last name, first name, MI)*: | **b. Individuals Performing Services** *(including address if different from No. 10a)* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.** | **Signature:** Sonia Perkins<br>**Print Name:** SONIA M PERKINS<br>**Title:** PRESIDENT<br>**Telephone No.:** 386-575-8359<br>**Date:** 02-24-20 |

**Federal Use Only:**
Authorized for Local Reproduction Standard Form LLL
(Rev.7-97)

# ADDENDUM #1

**ITB NO.: MTS-906BC – PLAYGROUNDS AND RELATED EQUIPMENT**

**BID OPENING DATE & TIME: NOVEMBER 9, 2018 @ 2:00 PM**

***LATE BIDS WILL NOT BE CONSIDERED***

**Listed below are answers to questions that were received in writing prior to the question end date on October 30, 2018.**

1. **Question:** Cover page of the ITB says the due date is 11/9/18; however, page 34 says the due date is 10/23/18; please advise?

   **Answer: The Bid Opening Date & Time are November 9, 2018 @ 2:00 PM EDT**

2. **Question:** Do you need an actual price list or just a catalog of our equipment?

   **Answer: In accordance with the ITB, Section 2, Para 3, "All bidder(s) must submit an electronic copy or a weblink for all cataloged items to be used under the resulting contract with their bid submittal." "If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package". Based on this information, we simply need your catalog or link which lists your equipment.**

3. **Question:** Do you want the catalog in hard copy or digital copy?

   **Answer: Please refer to the answer above.**

4. **Question:** I have two companies that are owned and operated by the same person. We use one company to sell products and the other company for installation services. Can I submit two bids? One for product and the other for installation services? For tax liability reasons we like to split bill the services we provide. For example, we would provide an estimate for playground equipment and another estimate for installation.

   **Answer: Submitting two bid submittals is acceptable ONLY if these two companies are operating under different Federal Tax ID Numbers and/or two separate business licenses.**

5. **Question:** Should playground safety surfacing be included?

   **Answer: We urge all prospective vendors to provide a percentage discount for as many items listed on the Bidder's Response Sheet as possible. Playground safety surfacing material is listed on the Bidder's Response Sheet as well; therefore, if it's something that you are able to provide, please provide a percentage discount for those categories.**

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
FACILITIES – MAINTENANCE BUILDING
DAYTONA BEACH, FLORIDA 32124

ITB NO.: MTS-906BC
DATE: October 31, 2018

**ADDENDUM #1 –**
**PLAYGROUNDS AND RELATED EQUIPMENT**

## ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number ***MTS-906BC – Playgrounds and Related Equipment*** has been received and fully understood.

**Vendor:** TOP LINE RECREATION, INC **Date:** 02-24-20

**Address:** 2922 HOWLAND BLVD - ST 4 **Zip Code:** 32725

**Phone:** 386 - 575 - 8359 **Fax:** 888 - 909 - 0549

**Signature:** Sonia [illegible]

**RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY 2:00 PM 11/9/2018.**

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124

**The School Board of Volusia County Florida Insurance Requirements Form**

*Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.*

| Requirement (X) | | Insurance Type | | Required Limits |
|---|---|---|---|---|
| X | 1 | Workers' Compensation | | In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements |
| | | | 1A Employers Liability | Limit of $500,000.00 each Incident |
| X | 2 | Commercial General Liability | | $2,000,000.00 Single Limit per Occurrence with $2,000,000.00 general aggregate. |
| | | | 2A Bodily Injury & Property Damage | $1,000,000.00 Single Limit per Occurrence |
| | 3 | Indemnification | | |

The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.

| | | | | |
|---|---|---|---|---|
| X | 4 | Automobile Liability | | |
| | | | 4A Owned/Non-Owned/Hired Automobile Included | $2,000,000.00 per Each Occurrence |
| X | 5 | Professional Liability | | $1,000,000.00 per Each Occurrence |
| | | | 5A Errors and Omissions | $1,000,000.00 per Each Occurrence |
| | | | 5B Builder's Risk | $1,000,000.00 per Each Occurrence |
| | 6 | Employee Crime | | $2,000,000.00 per Each Occurrence |
| | 7 | Cyber Liability | | $5,000,000.00 Single Limit per Occurrence |
| | 8 | Pollution Legal Liability | | $1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate |

BIDDER'S AND INSURANCE AGENT STATEMENT:
The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:
**The School Board of Volusia County, Florida**
**200 N. Clara Ave**
**Deland, FL 32720**

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

current certificate of insurance is attached: X YES _____ NO

Bidder Name: TOP LINE RECREATION, INC Bidder Title: PRESIDENT

Signature of Bidder Jamie Parker

TOPLI-1

OP ID: CS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2020

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

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

PRODUCER 765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Bill Hodgkins

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Cincinnati Specialty | 13843 |
| INSURER B : Markel Insurance Co | |
| INSURER C : Old Dominion Insurance Company | 01573 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Top Line Recreation, Inc.
2922 Howland Blvd., Suite 3
Deltona, FL 32725

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | CSU0142752 | 11/21/2019 | 11/21/2020 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | Pollution | $ 100,000 |
| C | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | B1P9665Q | 01/01/2020 | 01/01/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | EZXS3016543 | 11/21/2019 | 11/21/2020 | AGGREGATE | $ 4,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER VOLUSI3

The School Board of Volusia County
3750 Olson Dr.
Daytona Beach, FL 32124

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/20/2020

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

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

**PRODUCER**

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 277-1620 X 4800 FAX (A/C, No): (727) 797-0704
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC# |
|---|---|---|
| INSURER A: | Frank Winston Crum Insurance Company | 11600 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**

FrankCrum L/C/F Topline Recreation Inc.
100 South Missouri Avenue
Clearwater, FL 33756

**COVERAGES** CERTIFICATE NUMBER: 658711 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSRD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PROJECT LOC<br>OTHER | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS-COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC202000000 | 01/01/2020 | 01/01/2021 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Effective 02/16/2017, coverage is for 100% of the employees of FrankCrum leased to Topline Recreation Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

**CERTIFICATE HOLDER**

The School Board of Volusia County
3750 Olson Drive
Daytona Beach, FL 32124

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Shade systems™ INC.
4150 S.W. 19th Street • Ocala, FL 34474
Tel.: 352/237-0135 · TOLL-FREE: 1-800-609-6066 · FAX: 352/237-2256
E-mail: info@shadesystemsinc.com • Web: www.shadesystemsinc.com

February 24, 2020

To Whom It May Concern:

This letter is to confirm that Top Line Recreation, Inc. is authorized to sell and install our products in the state of Florida.

Sincerely,

Margo Talbot
Customer Service Manager

Burke®
PLAY THAT MOVES YOU.

October 31, 2019

To Whom It May Concern:

Please consider this letter verification that Top Line Recreation is the sole source provider of playground equipment, manufactured by BCI Burke Company, LLC, in the state of Florida with the exception of the following counties: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton and Washington. They are also authorized to offer repair parts, installation products and services for this playground equipment.

Please feel free to contact me at 800-356-2070 with any questions you may have.

Sincerely,

Sincerely,

Michael Phelan
President/CEO
BCI Burke Company, LLC

BCI Burke Company, LLC · 660 Van Dyne Road · P.O. Box 549 · Fond du Lac, WI 54936-0549
(920) 921-9220 · 800-356-2070 · Fax: (920)921-9566 · www.bciburke.com

"An ISO 9001:2008 and ISO 14001:2004 Certified Company."

Mfg. by Advantage Panels & Fence, Inc.
MyTCOAT
Commercial Outdoor Furniture
www.mytcoat.com

PO Box 1790 Whitney, TX 76692 – Phone: (855) 637-9616 – Email: info@mytcoat.com

Monday, February 24, 2020

RE: Dealer Authorization –

To Whom it May Concern:

**Top line Recreation is an authorized dealer/distributor/reseller and installer in good standing for the State of Florida for MyTCoat Commercial Outdoor Furniture.**

If you have any questions, please contact us.

Sincerely,

Troy R Stephens
Owner
MyTCoat Commercial Outdoor Furniture.

ATHLETIC MFG. CO.

**P.O. Box 1290 * #2 Industrial Drive * Salem Illinois 62881**
**800-851-0865 * Fax 618-548-2890 * www.americana.com**

February 24th., 2020

This letter is to certify that Top Line Recreation Inc. of Deltona, FL is an authorized dealer, distributor and installer Patterson Williams products in the State of Florida.

Phil Piper

Phil Piper

Regional Sales Manager
Patterson Williams

Americana
Building Products ™

**P.O. Box 1290 * #2 Industrial Drive * Salem Illinois 62881**
**800-851-0865 * Fax 618-548-2890 * www.americana.com**

February 24th., 2020

This letter is to certify that Top Line Recreation Inc. of Deltona, FL is an authorized dealer, distributor and installer of Americana Building Products in the State of Florida.

Phil Piper

Regional Sales Manager
Americana Building Products

## Standard: Super durable frame finishes:

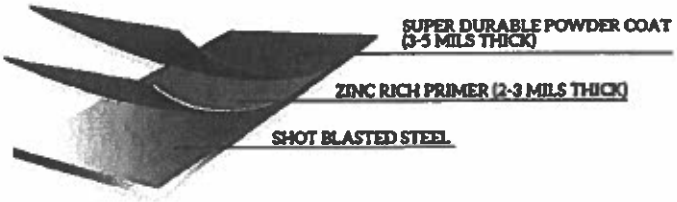
The anti-graffiti, super durable polyester TGIC finish, is a powder that is applied 6-9 mils thick then cured at 400 degrees until fused into a smooth glossy permeate coating. This coating meets AAMA 2604-2 specifications and has a much longer life expectancy than the industries standard TGIC. This anti-graffiti coating provides an outstanding finish.

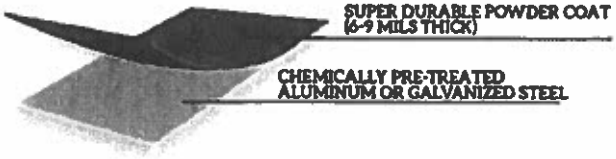
The smooth glossy surface can withstand numerous cleanups with the use of our proprietary chemical cleaner without altering the finish. Paint and marker can be removed completely with only a slight reduction in gloss.

The architectural matte, super durable polyester TGIC finish, is a powder that is applied 6-9 mils thick then cured at 400 degrees into a smooth matte permeate coating. This coating meets AAMA 2604-2 specifications and has a much longer life expectancy than the industries standard TGIC.

## Premium Frame Finish (up charge)

A 2-3 mil thick zinc rich primer is applied prior to a final standard color coat. This premium finish enhances the ability of your structure to combat even the harshest environments and has withstood over 1000 hours in our salt/fog test chamber. This primer prevents rust from forming and spreading in the event of nicks and scratches in the color coat, providing the ultimate in pre-finished steel structure coatings.




# Warranty Terms

## Lifetime Limited Warranty

Lifetime Limited Warranty on aluminum against material failure and corrosion.

## 25 Year Limited Warranty

25 Year Limited Warranty on steel against material failure and defects.

## 10 Year Limited Warranty

10 Year Limited Warranty on Solamesh Fabrics

10 Year Limited Warranty on all powder coat finishes (200 and 500 series).
With the use of Americana's 500 Series Anti-graffiti powder coat finish is guaranteed to allow removal of graffiti with virtually no change to the finish.

Americana will not be responsible for damages caused by others, building settlement, corrosion by moisture, chemical and pollution, or acts of God. Damage caused by vandalism, abnormal use, lack of maintenance, or incorrect installation will not be covered.

# QUALITY MANUFACTURING SINCE 1919

PW Athletic Mfg. Co., Patterson-Williams LLC warrants its products to be free from defect in materials or workmanship during normal use and installation provided our published specification/installation instructions are followed and approved parts are used.

# WARRANTY TERMS

This warranty is valid only if the product has been subjected to normal use for the purpose for which they were designed; has not been subject to vandalism, misuse, neglect, or accident; has not been subjected to addition or substitution of parts; and has not been modified or altered.

This warranty does not cover cosmetic items, for example, scratches, dents, marring, fading, discoloring, weathering, paint or decorations, normal wear and tear, or damage due to checking and warping. This warranty will not cover acts of God, incorrect installation, corrosion by moisture, chemical and pollution.

The warranty period begins on the date of invoice. It does not cover the cost of removal and/or installation warrantied of the replaced product. All claims must be accompanied by a copy of the original invoice. PW Athletic must be notified before any corrective action is taken and reserves the right to determine whether claims will be fulfilled by replacement or other means. Replacement parts are guaranteed for the remainder of the original warranty period.

### LIFETIME LIMITED WARRANTY:
On all stationary basketball posts, all backboards and all basketball goals and aluminum materials against material failure and corrosion.

### 50 YEAR LIMITED WARRANTY:
On Polytuf™ Recycled Plastic Lumber against rot, splinter, decay or structural damage directly from termites or fungal decay under normal use.

### 10 YEAR LIMITED WARRANTY:
On bike racks, volleyball standards, standard tennis posts, soccer goals, foul ball poles, football goalposts, backstop frames, steel bench frames, table frames, litter receptacle frames, ash receptacles, and park bollards. On all powder coat finishes. With the use of approved cleaning methods, the 500 series colors are guaranteed to allow removal of graffiti with virtually no change to the finish.

### 5 YEAR LIMITED WARRANTY:
On all grills against material failure. Damage caused from excessive fires and improper maintenance or cleaning is not covered.

### 3 YEAR LIMITED WARRANTY:
On Basketball Targets & Perimeters and all other PW products not listed, including all hardware.

### 1 YEAR LIMITED WARRANTY:
On Model 1590 adjustable basketball posts, HD Tennis Posts, and all nets and protective pads.

# TERMS OF SALE

Standard terms of payment are net 30-days from factory ship date for all publicly funded schools, park districts, municipalities and other publicly funded institutions. All others are 50% down, with balance required before shipment. A monthly finance charge of 1-1/2% per month will apply to all past due accounts. We accept Mastercard and Visa.

Please check your shipment carefully at time of delivery for possible damage or shortages. Although we take extra care to ensure your order is packed complete, items may become lost in transit. Check the Bill of Lading and Packing List at the time of delivery by the freight company for accuracy and/or possible shipping damage, and please call your local PW dealer immediately to assist with any questions or subsequent freight claims.

During the year, our engineering team finds new ways to improve our product designs. Rather than make our customers wait until year's end and a new catalog to make these improvements, we do reserve the right to change product specifications without notice.

Orders for custom or modified equipment require 50% down and cannot be cancelled. Returns on any product will need to be authorized by PW and assigned an RGA number prior to shipment. A 20% restocking charge will apply on returned goods. Any questions concerning our terms or warranties can be directed to your local PW dealer or by contacting the PW customer service department at 1-800-687-5768.

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

**Agenda Item Details**

| | |
|---|---|
| Meeting | Jan 29, 2019 - Agenda - The School Board of Volusia County, Florida |
| Category | 12. Consent-Operations Services-Purchasing |
| Subject | 12.02 ITB: No. MTS-906BC, Playgrounds and Related Equipment |
| Access | Public |
| Type | Action (Consent) |
| Preferred Date | Jan 29, 2019 |
| Absolute Date | Jan 29, 2019 |
| Fiscal Impact | No |
| Budgeted | No |
| Budget Source | Varies |
| Recommended Action | The superintendent recommends approval of ITB No. MTS-906BC, Playgrounds and Related Equipment. |
| Goals | Focus Area 6-Operations/Infrastructure |

**Public Content**

BACKGROUND:
This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Coordinator, Purchasing and Warehouse Services

1-29-19 BOARD - MTS-906BC - Playgrounds and Related Equipment.pdf (1,306 KB)

**Administrative Content**

**Motion & Voting**

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Ruben Colon.
Final Resolution: Motion Carries
Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ITB: MTS-906BC PLAYGROUNDS AND RELATED EQUIPMENT
BOARD DATE: 1/29/2019

SCHOOL DISTRICT OF VOLUSIA COUNTY

# ITB FOR BOARD APPROVAL

| NAME OF ITB | ITB NUMBER | EST. ANNUAL EXPENDITURE | CONTRACT PERIOD | AWARDED VENDOR(S) | COMMENTS |
|---|---|---|---|---|---|
| Playgrounds & Related Equipment | MTS-906BC | Varies | 2/1/2019 - 1/31/2022 | 1. Advanced Recreational Concepts, Melbourne, FL<br>2. Creative Shade Solutions, Inc., Tarpon Springs, FL<br>3. GameTime, Longwood, FL<br>4. Kompan, Inc., Austin, TX<br>5. Miller Recreation Equipment + Design, Inc., Bradenton, FL<br>6. Parkwarehouse, LLC, Boca Raton, FL<br>7. Playmore West, Inc., Fort Meyers, FL<br>8. Playspace Services, Melbourne, FL<br>9. Legacy Construction Services Group, Inc. DBA ProPlagrounds, Tallahassee, FL<br>10. Shade Systems, Inc., Ocala, FL<br>11. Swartz Associates, Inc., Naples, FL | This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playgrounds and Related Equipment and/or Services District-wide on an as-needed basis. |

SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD APPROVED
JAN 29, 2019
DeLAND, FLORIDA

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

| Vendor Info | Note Codes | Playground Design & Layout Services | Grading and Site Prep Services | Playground Equipment | Playground Equipment Installation | Surfacing Materials | Surfacing Materials Installation | Shade Structures | Shade Structure Installation | Picnic Tables | Picnic Table Installation | Park Benches | Park Bench Installation | Trash Receptacles | Trash Receptacle Installation | Miscellaneous Playground Equipment | Misc. Playground Equipment Installation | Miscellaneous Repair Services | Miscellaneous Repair |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Advanced Recreational Concepts, Melbourne, FL | * | 1% | 1% | 2% | 1% | 5% | 5% | 5% | 1% | 2% | 1% | 2% | 1% | 2% | 1% | 3% | 1% | 5% | 5 |
| Creative Shade Solutions, Inc, Tarpon Springs, FL | * | 0% | 0% | 0% | 0% | 0% | 0% | 5% | 5% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0 |
| GameTime, Longwood, FL | * | 100% | 0% | 10% | 0% | 5% | 0% | 3% | 0% | 3% | 0% | 3% | 0% | 3% | 0% | 3% | 0% | 0% | 0 |
| Komplan, Inc., Austin, TX | * | 100% | 4% | 9% | 4% | 9% | 4% | 9% | 4% | 9% | 4% | 9% | 4% | 9% | 4% | 9% | 4% | 4% | 9 |
| Miller Recreation Equipment + Design, Inc., Bradenton, FL | * | 100% | 0% | Varies | 1% | 5% | 1% | 5% | 1% | 5% | 1% | 5% | 1% | 5% | 1% | 5% | 1% | 1% | 0 |
| Parkwarehouse, LLC, Boca Raton, FL | * | 0% | 0% | 10% | 0% | 0% | 0% | 10% | 10% | 10% | 0% | 10% | 0% | 10% | 0% | 10% | 0% | 0% | 5 |
| Playmore West, Inc., Fort Meyers, FL | * | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5 |

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

| | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playspace Services, Melbourne, FL | * | 1% | 1% | Varies | 1% | 5% | 5% | Varies | 1% | Varies | 1% | Varies | 1% | Varies | 1% | Varies | 3% | 5% | 5 |
| Legacy Construction Services Group, Inc. DBA ProPlaygrounds, Tallahassee, FL | * | 10% | 10% | 10% | 10% | 5% | 5% | 5% | 5% | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 1 |
| Shade Systems, Inc., Ocala, FL | * | 0% | 0% | 0% | 0% | 0% | 0% | 25% | 25% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0 |
| Swartz Associates, Inc., Naples, FL | * | 100% | 0% | 5% | 30% | Varies | 50% | 2% | 0% | 5% | 30% | 5% | 30% | 5% | 30% | 7% | 30% | 0% | 0 |

Note Codes:
* - Recommended to Award

ITB Sent to: 3157
Response Received From: 11
"No Bid" Responses Received From: 4

Purchasing Department Approval: _____ Date: 12/6/2

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a b under Chapter 120, Florida Statues. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers any, are hereby rejected as late.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

# INVITATION TO BID



**ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT**

**BID NO.: MTS-906BC**
**RELEASE DATE: October 23, 2018**

**F.O.B. DESTINATION:** REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
**BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.**

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

**Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.**
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

____ Literature ____ Specifications __X__ Catalogs
__X__ Debarment Form **Page 22**
__X__ List of References **Page 20**
__X__ Drug-Free Workplace Certification **Page 26**
__X__ Digital Submittal Required

__X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
__X__ Manufacturer's Certificate of Warranty
__X__ Bidder's Response Sheet **Exhibit A**
__X__ Statement of Principal Place of Business Form **Page 21**

__X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
__X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

**PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS**

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

EMAIL: _____ Telephone: _____ FAX: _____

**Signature of Owner or Authorized Officer/Agent:** _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

***NO BID*** **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the bid list for future bids
☐ 12. Other _____

## GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. **All bids shall be submitted electronically via VendorLink unless otherwise instructed.** Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
   a) **Delivery of Bid:** Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
   b) **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
   c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. **Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. **Bids Received Late:** It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variances:** For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms and conditions herein.
   a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. **//BJC//** Buyer's Initials
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. **Original and Renewal Term:** The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval or until new bids are taken and awarded. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. **Lobbying:** Bidder(s) are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Department of Purchasing Services.
    a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.

b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.

12. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.

13. **Brands: If specified,** Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.

14. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.

15. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.

16. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.

17. **General Information about the District:** The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
    a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
    b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.

18. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
    a) The volatility is due to causes wholly beyond the Vendor's control
    b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
    c) The effect on pricing or availability of supply is substantial
    d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

    The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

19. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may offer a substitute product to the District. The Vendor shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.

n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

I. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.

II. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.

III. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.

IV. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.**

21. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
22. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidder(s). After acceptance of a bid, the District will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
23. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
24. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.
    a) **Default/Cause:** In the event that the awarded Bidder shouldbreach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
25. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
26. **Indemnity: This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
27. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
28. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
29. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
30. **Ethics:** All awarded bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
31. **Confidentiality:** Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
32. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, 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(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
33. **Authority to Piggyback:** The School District of Volusia County is a member of the Bay Area Cooperative Purchasing Consortium. Upon award of this solicitation, if mutually agreed upon between the successful bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity.
34. **Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide **two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**
    a) All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
35. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the

Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non- performing Vendor.

36. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

37. **Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.

38. **Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
    a) Keep and maintain public records required by the school district to perform the services;
    b) Upon request from the school district's custodian of public records, provide the schools districts with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
    c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
    d) Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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

**CUSTODIAN OF PUBLIC RECORDS**
**(386)-734-7190 Ext. 20110 or 20138**
**publicrecordsrequest@volusia.k12.fl.us**
**200 N. Clara Ave., Deland, FL 32720**

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
    a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
    b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status
    by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
    c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.

40. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.

41. **Confidential, Proprietary, or Trade Secret Material:** If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
    a) Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
    b) If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
42. **Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
43. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**. For additional information regarding this statute, Bidder(s) may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.
44. **Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
45. **Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.
46. **Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.
47. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Purchasing Department shall be final and binding on both parties.
48. **Governing Law/Jurisdiction:** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).
49. **Non-Appropriation:** The vendor understands and agrees any and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
    a) a non-appropriation has occurred, and,
    b) The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
    c) Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
50. **State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).
51. **Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Vendors visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's web site, www.volusia.k12.fl.us.
52. **Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
53. **Possession of Firearms:** Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
    a) No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may

possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.

**THERE WILL BE NO EXCEPTIONS TO THIS PROCESS**

## Definitions:

**Addendum:** A written change to a Solicitation prior to the time for receipt of bids or bids.

**Acquisition:** The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

**Awarded Contractor /Awardee:** Board approved Bidder(s) for this ITB.

**Bid, Offer, Submittal, Bid or Response:** Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

**Board:** Volusia County School Board; also known as District or BOARD

**Conflict of Interest:** An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

**Consideration:** The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

**Contract:** An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
- **Performance of Services** – The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

**Contractor:** The party/legal entity to whom an award has been made.

**District:** All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the BOARD.

**Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

**Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

**Modification:** A written change to the terms of a contract.

**Offeror:** Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

**Bid:** The information submitted by a firm in response to this ITB.

**Bidder:** Representatives of the vendor submitting a bid.

**Lobbying**: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

**Request for Bids (ITB)/Request for Qualifications (RFQ):** A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

**Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

**Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

**Solicitation**: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, bids or submittals from interested parties.

**Superintendent:** The Superintendent of Schools of the District or designee.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

## 2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

**Federal Provisions/Clauses apply to all VCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:**

1. **Prohibitions of Gratuities:** By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
   - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
   - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
   - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
   - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
   - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000

awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
   a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
   c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
   d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **Energy Policy and Conservation Act (42 U.S.C> 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C> 6201).

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

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

12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the

preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Procurement of Recovered Materials:** "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. **Access to Records:** (1) The contractor agrees to provide the VCSB, the agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

## SECTION 1 – ADDITIONAL CONDITIONS

1. **Intent:** The intent of this solicitation is to select multiple Bidder(s) to provide firm fixed percentage discount(s) for Playgrounds and Related Equipment including but not limited to the design, purchase, and installation of complete playground sets/structures, site prepping, outdoor furniture (e.g. benches, picnic tables, trash receptacles, etc.), and all other related equipment and accessories on an as-needed basis for the School Board of Volusia County, (hereinafter referred to as the "District").

2. **Solicitation Time:**

| **SOLICITATION PERIOD – ITB MTS-906BC** | |
|---|---|
| October 23, 2018 | Public Release |
| October 30, 2018 at 5:00 PM | Deadline for Questions |
| November 2, 2018 | Last Day for Addendums |
| **EVALUATION PERIOD** | |
| November 9, 2018 @ 2:00 PM | Opening date and time |
| November 2018 | Bid Evaluation |
| November 2018 | Notice of Intended Decision is posted publicly on VendorLink |
| **BOARD APPROVAL PERIOD** | |
| January 2019 | Board Approval |
| **GENERAL PERFORMANCE TIME LINE** | |
| February 1, 2019 | Performance Period Begins |

Note: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of a bid will not be made prior to the posting of award recommendation.

3. **Questions and Bid Submittal:** Please submit and refer bid specification questions to:

Brian Clem, CPPB
Purchasing Department Supervisor
The School Board of Volusia County
3750 Olson Drive
Facilities Services Building
Daytona Beach, Florida 32124
Email:BJClem@volusia.k12.fl.us
Phone: (386) 947-8786, ext. 50853
Fax: (386) 506-5056

**3.1** The District will post answers to questions posed by prospective Vendors and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at https://www.myvendorlink.com/common/default.aspx. **Information provided verbally to any Vendor shall NOT be considered as an official answer. Vendors must comply with information provided in written addenda only, and not verbal conversations.** Invitation to bid information can be accessed at the website by searching for bid number MTS-906BC. **It is the responsibility of the prospective Vendor to check the website for any addenda issued for this Invitation to Bid.** The District reserves the right to disqualify any prospective Vendor who contacts a District employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

**4.** **Electronic Submittal/Delivery of Solicitation Response:** Bidder(s) shall prepare bids in accordance with the requirements of these instructions to Bidder(s). Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

**4.1** Bid submission will be received through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. If you are having system errors when uploading the Bid Submittal in VendorLink, bid hardcopies and an electronic copy provided on a flash drive (with all applicable original "wet" signatures) will be accepted at the address listed in Section 1, Paragraph 3 (include ITB Label (***pg. 34***) on outside of package); however, the full submittals must be submitted by the opening date; October 9, 2018 @ 2:00 PM with no exceptions. **NOTE: Facsimile (FAX) and email bid submittals will NOT be accepted.**

**4.1.1** All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their bid is received by the Volusia County Procurement Department on or before the time and date due for bids to be considered. Bids received after the date and hour specified will NOT be considered. Late Bids will be rejected.

**4.2** To ensure correct bid formatting, Bidder(s) shall:

**a)** Submit all bids, response pages & supplemental documents electronically through VendorLink (exception listed in paragraph 4.1 above).
**b)** Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
**c)** Enable printing on files submitted.
**d)** Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
**e)** Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
**f)** Follow all instructions outlined in this ITB and provide all requested information.

**4.3** Signatures: An authorized representative of each bidder shall:

**a)** Sign or e-sign the bid, give their full name and title, and provide the bidder's business name and address.
**b)** Enter the organization's exact legal name on the bid.
**c)** Sign or e-sign compliance forms, if applicable

**4.4** Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the bid due date and time. The District may request clarifications and additional information after bid submission.

**5.** **Award:** The award may be made to multiple responsive/responsible Vendors who offer fixed percentage discount(s), and comply with all specifications, terms and conditions of this solicitation.

**5.1** The District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

**NOTE: The resulting contract will remain open to add new vendors during the contract period. If during the contract period a vendor submits all necessary bid documents, offers a percentage discount and complies with all specifications, terms and conditions of the contract, the vendor's request to be added as an awarded vendor will be taken into consideration for Board review/approval. The effective dates of the new vendor will be from the day after Board approval until the final contract expiration date.**

**6.** **Term of Contract**: The contract term shall be for an initial three (3) year period effective immediately after board approval **thru January 31, 2022,** during which time the successful Bidder(s) shall guarantee firm fixed percentages awarded for the term of the contract as specified herein.

**7.** **Renewal:** The District reserves the right to renew/negotiate any or all percentages, terms, conditions and specifications of the contract for up to three (3) additional one-year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District.

**8.** **Percentage Discounts:** All Bidder(s) shall use the attached "Exhibit A, Bidder's Response Sheet" to input their fixed percentage discounts allowed to the tenths digit (7.8%, 12.5%, 17.0%, etc.) off the Bidder's product catalog pricing. Bidder's must base their percentage discount from the unaltered list price as originally published. Discounts or pricing from other sources will not be acceptable. Percentage discount offered can be increased but cannot be decreased without prior acceptance from the District Purchasing Department. Bids must offer a discount in order to compete. **NOTE: Bidder's must submit a fixed percentage discount of at least 1.0% or higher to be considered for award.**

**9.** **Incurred Expenses**: This ITB does not commit the District to award an Agreement, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

**10.** **Waiver of Claims**: Once this Agreement expires, or final payment has been requested and made, the awarded Vendor shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Vendor to have waived any right to claims against the District concerning this Agreement.

**11.** **Sign-In, Sign-Out:** If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are

required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Vendor's and their employee's name at all times while on District property.

**12.** **Limitation on Vendor Contact:** Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board members, prior to a posted award recommendation. All questions are to be directed to the identified Purchasing Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.

**13.** **Assignment:** The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.

**13.1** The bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.

**14.** **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**15.** **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

**15.1** Could not have been prevented by reasonable precaution;

**15.2** Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

**15.3** If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

**15.4** An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

**15.5** Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15)

days, the District shall have the right to terminate the contract by written notice to the successful Vendor.

**15.6** Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.

**16.** **Insurance: Awarded vendor shall name The School Board of Volusia County, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on vendor's policy.** Responding Vendors shall provide this information with their bid. Vendor shall maintain the following insurance for the life of the bid contract as follows:

**16.1** Worker's Compensation Insurance: The Vendor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance to Florida's statutory limits.

**16.2** Commercial General Liability: The Vendor shall maintain Commercial General Liability Insurance at a minimum of $2,000,000.00.

**16.3** Commercial Automotive Liability Insurance: The Vendor shall maintain Commercial Automobile Liability Insurance, including but not limited to bodily injury and property damage, combined single limit, including any automobiles, hired and non-owned, at a minimum of $2,000,000.00.

**16.4** Professional Liability: The Vendor shall maintain Professional Liability Insurance at a minimum of $1,000,000.00.

**16.5** The insurance carrier shall notify the District at least thirty (30) days prior to canceling any of the specified coverage. Upon written request by the District, the insurance carrier shall provide a copy of each policy. Awarded Vendor shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.

**17.** **Drug-Free Workplace:** All of our schools are smoke free. In accordance with the District's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Vendors shall provide this information with their bid.

**18.** **References:** Vendors shall furnish current references from three (3) commercial customers for same or similar products and services specified in this bid. The form shall contain sufficient and specific information which directly responds to the request. Responding Vendors shall provide this information with their bid.

**19.** **Debarment:** All bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Vendors shall provide this information with their bid.

**20.** **Certification Regarding Lobbying:** All bids shall be accompanied by a completed Anti-Lobbying form. Responding Vendors shall provide this information with their bid.

**21.** **Public Entity Crimes:** Bidders shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. Form shall be signed and notarized.

22. **Non-Conflict of Interest:** All Bidders review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.

23. **Principal Place of Business:** Bidder shall complete the form with all required information and all signatures as specified.

24. **Addenda Acknowledgement:** All Bidders shall complete the form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your bid to be considered.

25. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Vendors having a principal place of business outside the State of Florida. Responding Vendors must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**. For additional information regarding this statute, Vendors may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.

26. **Florida Department of State, Division of Corporations Registration Requirements:** Bidder(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered bidder(s) must have an active status in order to be eligible to do business with the School Board. Bidder(s) doing business under a fictious name, on Page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

27. **Receiving/Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded vendors pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.

    27.1 **Invoicing:** All invoices submitted must contain the following detailed information in order to be processed for payment:

    a) Purchase Order number
    b) Date or time of monthly statement
    c) Name of District employee(s) that authorized purchase
    d) Itemized parts and supplies

    27.2 **Payment Methods**: The District utilizes a VISA purchasing card as well as purchase orders. The District may purchase some items using a purchase order or using a VISA purchasing card. Purchasing card orders will be placed by the school/department directly with the awarded vendor(s). The successful bidder(s) will be expected to honor all orders at the discounted bid prices.

## SECTION 2 – SPECIFICATIONS

1. **Scope:** The bidder(s) shall provide Playgrounds and Related Equipment including but not limited to complete playground sets/structures (including design, site prep, and installation), outdoor furniture (e.g. benches, picnic tables, trashcans, etc.), and all other related equipment and accessories at a fixed percentage discount during the term of the resulting contract. The performance of the successful bidder(s) and the quality standards of service shall be in accordance with the terms of the specifications as set forth herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.

2. **Discount Adjustments:** The percentage discount rate offered shall remain flexible upward to take advantage of a higher discount rate throughout the contract period, but the discount percentage cannot be lowered.

3. **Item Catalog(s):** All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. If an electronic version of your catalog is available with online interactive capabilities, the District may wish to use this version if prices can be configured with the percentage discount already applied. **NOTE:** If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package.

   3.1 **New Items:** New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.

   3.2 **Training:** If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.

4. **Authorized Distributor:** All Bidder(s) must be authorized distributors for the products they sell to the District. **Bidders must upload a signed letter with their bid response from the product manufacturer(s) stating that the Bidder is an "authorized distributor".** Bids will not be considered if the authorized distributor letter is not included with bid response.

5. **Quality:** All equipment and supplies covered in this bid shall be NEW, free from defects, and carry a manufacturer's warranty.

6. **Delivery:** Delivery shall be "F.O.B. Destination, prepaid and allowed" to various locations within the Volusia County School District.

   6.1 *Delivery charges, fuel surcharges or fees, if any, shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery, fuel or handling fees.* Delivery charges for expedited shipments such as air freight, may be added to invoices **only when authorized** by the Volusia County School Board. **The individual authorizing delivery charges must appear on the vendor invoice.**

   6.2 Deliveries, as specified, shall be made within seventy-two (72) hours after receipt of order, except for special order items or items that must be manufactured. The School Board shall make every effort to consolidate order requests of like items, however, the Board reserves the right to place an order of any size, regardless of quantity,

with the awarded vendor(s). All Schools and designated departments will be referred to published catalogs and discounts provided by awarded vendors to fill their requirements at the lowest net prices.

**6.3** Orders shall be made on an as-needed basis with **no** minimum order requirements. Items shall be delivered, as requested, to the specified location within Volusia County.

- School delivery hours are from 8:00 A.M. to 4:00 P.M. EST, Monday through Friday (except Legal or School Board holidays).

- Warehouse delivery hours are from 6:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendor should make an appointment to schedule deliveries.

**6.4** The Volusia County School Board reserves the right to cancel any item(s) on order and obtain such item(s) from another source, when item(s) are not available within seventy-two (72) hours or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).

**7.** **Returns:** Any new part(s) returned to the awarded Bidder(s) within twelve (12) months of the date of purchase shall be credited in full to the District with no restocking fees. Additionally, any item(s) which do not meet or exceed specifications will be returned at the vendor's expense.

**8.** **Damaged Items:** In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the contractor at no cost to the School Board.

**9.** **Warranty:** Minimum warranty shall be twelve (12) months or the manufacturer's standard warranty, whichever is greater, for all items purchased from the resulting contract. Warranty shall begin after delivery, acceptance and installation of item(s) by the using Department.

**10.** **Packing Slips/Invoices:** Both the packing slips (delivered with the merchandise) and invoices submitted to the School District need to have the item description, pricing by line item, and reference contract MTS-906BC.

**11.** **Labeling:** Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- Name of item
- Quantity of item contained
- Unit of Measurement (U/M) or Unit of Issue (U/I)
- Purchase Order Number
- Company Name

**12.** **Substitutes:** Unapproved substitutes will not be allowed. If items are not available, the Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

## RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name:_____ Years performing work specialty: _____

   License or business tax receipt currently valid in force: _____

2. Vendor's Representative
   Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Vendor been declared in default of any contract? ❑ Yes ❑ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract? ❑ Yes ❑ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ❑ Yes ❑ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ❑ Yes ❑ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ❑ Yes ❑ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ❑ Yes ❑ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-school system.

**Reference # 1**

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

_____

Project Dollar Value:_____Present Contract Status: _____ Contract Dates: _____

**Reference # 2**

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

_____

Project Dollar Value:_____Present Contract Status: _____ Contract Dates: _____

**Reference # 3**

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

_____

Project Dollar Value:_____Present Contract Status: _____ Contract Dates: _____

## BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
***(To be completed by each Bidder)***

Name of Bidder: _____

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

Bidder's signature: _____

**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), Florida Statutes, 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), Florida Statutes.**

## 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: _____

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

### Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.

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 which this bid 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," and "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 bid 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 bid that it will include the 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 Non- procurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in 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.

### Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid 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 attach an explanation to this bid.

| | |
|---|---|
| Name of Applicant | PR/Award Number and/or Project Name |
| Printed Name | Title of Authorized Representative |
| Signature | Date |

*ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete*

## AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).

2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.

3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.

4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.

5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.

6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.

7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:**

SIGNED BY_____TITLE_____

COMPANY NAME_____TELEPHONE NO._____

ADDRESS_____DATE_____

CITY_____STATE_____ZIP CODE_____

## REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.
***See previous page for full policy statement.***
Completion of this request does not constitute authorization for work to begin or for services to be provided

| | |
|---|---|
| Name and Title of Employee making request | ☐ Employee \| ☐ Former Employee |
| Division / Department | Separation Date: |
| Building / Room | Telephone Extension |

CHECK AND COMPLETE THE APPROPRIATE ITEM:

☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| | |
|---|---|
| Name of Relative: | Relationship: |
| Address: | |

☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| |
|---|
| Name of Business: |
| Nature of Interest: |

☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

| | |
|---|---|
| Name of Relative: | Relationship: |
| Address: | |
| Name of Business: | |
| Nature of Interest: | |

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

**I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.**
**I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.**

| | |
|---|---|
| Signature of Employee | Date |

**APPROVALS**

| | |
|---|---|
| Employee's Department Head (not required if former employee) | Other Administrative Approval |

* See reverse side for definition

**The School District of Volusia County**
***Purchasing & Warehouse Services***
**3750 Olson Drive**
**Daytona Beach, FL 32124**

**Ph: 386-947-8786**
**Fax: 386-506-5056**

## POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

### Definitions

**Employee**—any individual who is presently employed by the District or whole separation from the District occurred within two years of the date of the proposed transaction.

**Near Relative**—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

**Employee-Vendor Relationship**—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

### Policy

**Conflict of Interest—**The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— *"No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*

*Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."*

**Ethics in Purchasing**—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

**READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID**

SIGNED BY: _____ TITLE _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____

## DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

_____ Does:
Name of Business

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

# PUBLIC ENTITY CRIMES FORM

## SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, *means*:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ Date: _____
(Signature)

STATE OF_____ COUNTY OF _____

_____APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My commission expires:

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

_____

_____
Name/Address of Organization

_____
Name /Title of Submitting Official

_____ _____
Signature Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ( ) a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ( )<br>a. bid/offer/application<br>b. initial award<br>c. post-award | ( ) a. initial filling<br>b. material change<br><br>**For Material Change Only:**<br>year _____ quarter _____<br><br>date of last report |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>( ) Prime ( ) Sub-awardee<br>Tier _____ *(if known)*<br><br>**Congressional District,** *if known*: | **5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CDA Number, *if applicable:* _____ |
| **8. Federal Action Number,** *if known*: | **9. Award Amount,** *if known*:<br><br>**$** |
| **10. a. Name and Address of Lobbying Entity** *(if individual, last name, first name, MI)*: | **b. Individuals Performing Services** *(including address if different from No. 10a)* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.** | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____<br>**Date:** _____ |

**Federal Use Only:**
Authorized for Local Reproduction Standard Form LLL
(Rev.7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1set tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example; Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal number (ITB), Invitation to Bid (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
    b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budge, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**The School Board of Volusia County Florida Insurance Requirements Form**

*Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.*

| Requirement (X) | | Insurance Type | | Required Limits |
|---|---|---|---|---|
| X | 1 | Workers' Compensation | | In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements |
| | | | 1A Employers Liability | Limit of $500,000.00 each Incident |
| X | 2 | Commercial General Liability | | $2,000,000.00 Single Limit per Occurrence with $2,000,000.00 general aggregate. |
| | | | 2A Bodily Injury & Property Damage | $1,000,000.00 Single Limit per Occurrence |
| | 3 | Indemnification | | |

The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.

| | | | | |
|---|---|---|---|---|
| X | 4 | Automobile Liability | | |
| | | | 4A Owned/Non-Owned/Hired Automobile Included | $2,000,000.00 per Each Occurrence |
| X | 5 | Professional Liability | | $1,000,000.00 per Each Occurrence |
| | | | 5A Errors and Omissions | $1,000,000.00 per Each Occurrence |
| | | | 5B Builder's Risk | $1,000,000.00 per Each Occurrence |
| | 6 | Employee Crime | | $2,000,000.00 per Each Occurrence |
| | 7 | Cyber Liability | | $5,000,000.00 Single Limit per Occurrence |
| | 8 | Pollution Legal Liability | | $1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate |

BIDDER'S AND INSURANCE AGENT STATEMENT:
The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:
**The School Board of Volusia County, Florida**
**200 N. Clara Ave**
**Deland, FL 32720**

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES _____ NO

Bidder Name: _____ Bidder Title: _____

Signature of Bidder _____

## BIDDER'S CHECK LIST
## INSTRUCTIONS

Bidder(s) shall indicate compliance with the Bid's submittal requirements by checking the appropriate box.

| Item | Included (Initial Each) | Reference page #'(s) | Description |
|---|---|---|---|
| 1 | | **1** | Signed Request for Invitation to Bid |
| 2 | | 1 and 14 | Exhibit A: Bidder's Response Sheet (Attached Excel Sheet) |
| 3 | | 18 | Authorized Distributor Letter(s) |
| 4 | | 1, 16, and **20** | Respondent's Experience/Qualifications and References Form |
| 5 | | 1, 7, 17, and **21** | Bidder's Statement of Principal Place of Business |
| 6 | | 1, 11, 16, and **22** | Debarment, Suspension, Ineligibility and Voluntary Exclusion Form |
| 7 | | 1, 8, 17, **23**, **24**, and **25** | Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest<br>Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest<br>Policy Regarding Employee Conflict of Interest in Purchasing |
| 8 | | 1, 2, 3, 8, 12, 14, 17, and 34 | Addenda Acknowledgement Form<br>Signed Addendum(s) Acknowledgement (if applicable) |
| 9 | | 1, 4, 5, 16, and **26** | Drug-Free Workplace Certificate |
| 10 | | 2, 16, **27**, and **28** | Public Entity Crimes Form |
| 11 | | 2, 3, 8, 10, 15, 16, and **29 - 31** | Certification Regarding Lobbying<br>Disclosure of Lobbying Activities<br>Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities |
| 12 | | 1, 5, 16, and **32** | Insurance Requirements Form<br>Certificate of Insurance (Copy of Bidder's Current Policy) |
| 13 | | 13 and **34** | ITB Label (Only applicable when hardcopies are submitted) |
| 14 | | 1, 3, 14, 18, and 19 | Vendor Product Catalogs |

_____ _____
BIDDER'S SIGNATURE DATE

_____
TYPE OR PRINT COMPANY NAME

## (ONLY APPLICABLE IF SUBMITTING A HARDCOPY)

**Vendor: Cut along the border and affix this label to your sealed bid envelope to identify it as a SEALED BID. Be sure to include the name and location of the company submitting the bid where requested on the label.**

**SEALED BID – DO NOT OPEN**

| | |
|---|---|
| Sealed Bid No.: | **MTS-906BC** |
| Bid Name: | **PLAYGROUNDS AND RELATED EQUIPMENT** |
| Due Date/Time: | **OCTOBER 23, 2018 @ 2:00 PM** |
| Submitted By: | _____ (Company Name) |
| | _____ (City/State) |

**DELIVER TO:** **Purchasing Department**
**School Board of Volusia County**
**3750 Olson Drive**
**Facilities - Maintenance Bld.**
**Daytona Beach, FL 32124**

## Please note

From time to time, an addendum may be issued to a bid. Any such addenda will be posted on the same web site from which you obtained this bid. If you are a registered Vendor with the district, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the bid.

To become a registered Vendor, you must complete an application in VendorLink, choose the commodities for which you wish to receive bid notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both bids and addenda from VendorLink.

# MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

**Exhibit A**
**Bidder's Response Sheet**

**Directions to all Bidders:** Place your percentage discount next to each categorical item that your are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1: Bidder's may select more than one category. Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.**

| Category | % Discount | Not Applicable | Catalog Name & No. |
|---|---|---|---|
| Playground Design & Layout Services | % | | |
| Grading and Site Prep Services | % | | |
| Playground Equipment | % | | |
| Playground Equipment Installation | % | | |
| Surfacing Materials | % | | |
| Surfacing Materials Installation | % | | |
| Shade Structures | % | | |
| Shade Structure Installation | % | | |
| Picnic Tables | % | | |
| Picnic Table Installation | % | | |
| Park Benches | % | | |
| Park Bench Installation | % | | |
| Trash Receptacles | % | | |
| Trash Receptacle Installation | % | | |
| Miscellaneous Playground Equipment | % | | |
| Misc. Playground Equipment Installation | % | | |
| Miscellaneous Repair Services | % | | |
| Miscellaneous Repair Parts | % | | |
| Other: _____ | % | | |
| Other: _____ | % | | |
| Other: _____ | % | | |

Vendor dba Name (Print or Type):_____

Vendor Representative Name (Print or Type): _____ Date:_____

Vendor Representative Signature (Blue Ink or Digital Signature):_____