

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020184

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization of piggybacking from the City of Jacksonville, Formal SC-0400-98 and from the County of Volusia Florida, Bid # 02-B-16; for Playground Equipment for the Buckingham Community Park from Connect Connections Inc. for an amount of \$112,537.70; and Piazza Inc. for an amount of \$88,840.00. Also, approve additional non-contract items from Contract Connections in the amount of \$4,553.50. For a total project amount of \$ 205,932.20.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contracts Manual, approved by the Board on September 25, 2001, the Board must approve all piggybacking and purchases over \$50,000.00.

WHAT ACTION ACCOMPLISHES: By allowing the department to piggyback onto the City of Jacksonville and the County of Volusia contracts, it will give the department the authority to make the purchase and installation of the playground equipment within the time frame of the grant guidelines for reimbursement.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C11A

3. MEETING DATE:

03-12-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER AC-4-4

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Services
- C. DIVISION Parks & Recreation

BY: John Yarbrough, Director
2/19/02

7. BACKGROUND: On October 23, 2001, Contracts Management received a request from the Parks Department to utilize piggyback from the City of Jacksonville (Formal SC-0400-98) and the County of Volusia (Bid # 02-B-16), for playground equipment and installation.

Section 5.0, "Piggybacking", of the Lee County Contracts Manual allows Lee County to utilize the bids of other governmental entities as long as the procurement has gone through their competitive bidding process.

The Parks and Recreation Department and Contracts Management have reviewed and verified the specifications used. In addition, permission has been received from the City of Jacksonville Purchasing Department and the County of Volusia Purchasing Department, which has gone through their formal competitive bidding process, for Playground Equipment, in the total amount of \$201,378.70. This request is also to include the additional playground equipment not included on the piggyback, in the amount of \$4,553.50; for a total project amount of \$205,932.20.

Funding will be made available in the following account strings: 22172130100.506540.147 , 20175230100.506540.147 , 22172130100.506410.147 , 20172130100.506410.147.

- Attachments: 1. City of Jacksonville Bid
2. County of Volusia Bid
3. Proposals from Piazza Inc and Contract Connections/ approval to piggyback

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
2/19/02
350 PM
CO. ATTY.
FORWARDED TO:
AD.M
2/19/02 350 PM

RECEIVED BY
COUNTY ADMIN.
2/19 4/10
COUNTY ADMIN.
FORWARDED TO:
4/10 7/21

[Signature]

Contract Connection inc.

FACTORY REPRESENTATIVES & DISTRIBUTORS



November 26, 2001

Lee County Parks and Recreation
Attention: Jeanne Hopkins
3410 Palm Beach Blvd.
Fort Myers, FL 33916

Contract Connection, Inc.
504 2nd Street South
Jacksonville Beach, FL 32250

Dear Ms. Hopkins:

This is a letter of advisement to inform you that we, at Contract Connection, Inc., are allowing Lee County the use of the Jacksonville Bid #SC-0463-00. Lee County is hereby entitled to the terms and discounts mentioned in that bid.

Thank you,

Todd B. Krohn
President
Contract Connection, Inc.

FT. LAUDERDALE
2851 Polk Street
Hollywood, FL 33020
(954) 925-2800 - FAX: (954) 925-0800
e-mail: contractC2@aol.com

14 offices in Florida, Georgia, Alabama,
North & South Carolina, and Mississippi
P.O. Box 848254
Pembroke Pines, FL 33028-0254
website: <http://www.contractcon.com>

JACKSONVILLE
504 S. 2nd. Street
Jacksonville Beach, FL 32250
(904) 249-5353 - FAX: (904) 248-8177
e-mail: contractG1@aol.com



FAX TRANSMISSION

CITY OF JACKSONVILLE
117 W. DUVAL STREET
JACKSONVILLE, FL 32202
904-830-1169
FAX: 904-830-2151

To: CONTRACT CONNECTION Date: April 29, 1999
ATTN: AMY

Fax #: 249-8177 Pages: ONE, including this cover sheet.

From: CLAIRE NOWLIN, SR. BUYER *CN*

Subject: BID NO. SC-0400-98 CONTRACT CONNECTION

COMMENTS:

PLEASE BE ADVISED THAT THE CITY OF JACKSONVILLE HAS NO PROBLEM WITH ANY OTHER CITY OR COUNTY USING THE ABOVE MENTIONED CONTRACT, AS LONG AS THE VENDOR AGREES.

DEPARTMENT OF PARKS, RECREATION AND ENTERTAINMENT

Office of the Director

Recreation Activities

Waterfront and Aquatics Facilities

Planning, Research and Grants

Park Maintenance



June 1, 2001

MEMORANDUM

To: Faith Crooms, Buyer

From: Robert Goff *RG 6-1-01*
PRG Division Chief

RE: RENEWAL
Bid SC-0463-00
Park/Playground Equipment

The Department of Parks, Recreation and Entertainment wishes to renew its option for Park/Playground Equipment contract for an additional year starting June 1, 2001 through May 31, 2002.

If you have any questions regarding this matter, feel free to contact me at 630-3585.



AREA CODE 904 / 830-3500 / FAX 904 / 830-3587 / 851 N. MARKET STREET / JACKSONVILLE, FLORIDA 32202-2788

The City of Jacksonville does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

This is recyclable paper



DEPARTMENT OF ADMINISTRATION AND FINANCE

Procurement and Supply Division



NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/22/00

**CONTRACT CONNECTION
504 S. 2ND ST.
JACKSONVILLE, FL. 32250**

BID: SC-0463-00

TITLE: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Ladies/Gentlemen:

You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.

Performance Bond in the amount of \$ _____ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

**CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.
THIS IS NOT AN ORDER.**

Awarded as Follows:
TO ALL VENDORS LISTED ON TAB SHEET IN ACCORDNANCE WITH CATALOGS
SUBMITTED. FOR TAB SHEET, E-MAIL SUCH REQUEST TO beverlyw@coj.net

You are not a successful bidder, Bids are available for inspection in the Procurement and Supply Division.

Bid security is herewith returned; Check# _____ Amount _____

Sincerely,

BEVERLY WILLIAMS

117 West Duval Street, Suite 335
Jacksonville, Florida 32202
Phone: (904)630-1184 Fax: (904)630-2151

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK & PLAYGROUND EQUIPMENT AND LIGHTING. BID NO. SC-0463-00 DATE OPENED Apr 12, 2000

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND BASIS OF CONTRACT: SUPPLY CONTRACT DATE OF AWARD FOR A PERIOD OF ONE YEAR WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

FOR PARKS, RECREATION & ENTERTAINMENT DIVISION & PARK MAINTENANCE DIV.

BASIS OF AWARD: ALL QUALIFIED BIDDERS

Number of Bids Invited: 28 Number Received: 20 Other: 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND AWARD TO ALL VENDORS LISTED ON THE ATTACHED BID TABULATION SHEET FOR A SOURCE OF SUPPLY TO FURNISH, DELIVER, AND THE INSTALLATION OF PARKS AND PLAYGROUND EQUIPMENT AS LISTED IN THE CATALOGS SUPPLIED BY THE VENDORS AT DISCOUNTS PROVIDED ON BIDS.

- ATTACHMENTS: 1) BID TABULATION 2) MEMO FROM PARKS, RECREATION & ENTERTAINMENT DIVISION 3) SCOPE

BUYER: Beverly Williams RESPECTFULLY SUBMITTED JACQUE H. GIBBS, CHIEF PROCUREMENT & SUPPLY

Concurrence By: PARKS, RECREATION & ENTERTAINMENT DIVISION & PARK MAINTENANCE DIV.

(ALL AWARDS ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON RECOMMENDATIONS ABOVE DATE: MAY 25 2000

MEMBERS APPROVING MEMBERS DISAPPROVING OTHER (with signatures)

ACTION OF AWARDING AUTHORITY Date: MAY 31 2000 Approved Disapproved: Other:

SIGNATURE OF AUTHENTICATION R. A. Hester

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS

COPY



COPY

FOR

**PRICE AGREEMENT CONTRACT FOR PARK AND
PLAYGROUND EQUIPMENT**

RECREATION

BID NO: SC-0463-00

OPEN DATE: 4/5/2000

TIME: 2:00 P.M.

PLACE: 3RD FLOOR, CITY HALL, 117 WEST DUVAL STREET,
CONFERENCE ROOM C

PRE-BID CONFERENCE: N/A

**CITY OF JACKSONVILLE
PROCUREMENT AND SUPPLY DIVISION**

JOHN DELANEY
MAYOR

JACQUIE H. GIBBS, CHIEF
PROCUREMENT & SUPPLY

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID# SC-0463-00

OPEN DATE: 4/9/00

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT DATE OF AWARD FOR A PERIOD OF ONE YEAR W/(2) ONE(1) YEAR RENEWAL OPTIONS.

FOR: RECREATION

BASIS OF AWARD: N/A

NUMBER OF BIDS INVITED N/A NUMBER RECEIVED N/A OTHER: N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend the addition of Contract Connection, Inc. as representative for BCI Burka to this Agreement due to the change in territory formerly by The Gerber Group. Contract Connection will maintain the same terms and conditions for the length of the City of Jacksonville's existing contract for park and playground equipment. (SEE ATTACHED).

BUYER: FATH CROOMS

RESPECTFULLY SUBMITTED

Jacqie H. Gibbs
Jacqie H. Gibbs, Chief
Procurement and Supply

CONCURRENCE BY: PARKS, RECREATION & ENTERTAINMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE

MAR 15 2001

MEMBERS APPROVING _____

MEMBERS DISAPPROVING _____

DATE: _____

OTHER _____

C.P. Sallaloh
[Signature]
[Signature]

ACTION OF AWARDING AUTHORITY

DATE: 3/15/01

APPROVED

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION

[Signature]

BID FORM

DATE: 2/15/2000

City of Jacksonville
Procurement and Supply Division

REQUEST TO BID NO. SC-0463-00

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY NAME AND ADDRESS

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON Wednesday, April 05, 2000
2:00 P.M. IN THE THIRD FLOOR CONFERENCE ROOM C, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN.

FID/SSN# LS-0108496

BUYER: BEVERLY WILLIAMS PHONE: (904) 630-4956

BID SECURITY REQUIREMENTS

- None Required
 - Certified Check or Bond
- Amount:

TERM OF CONTRACT

- One time purchase
- Annual requirement - Prices will remain firm for one year from date of award
- Other WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

SAMPLE REQUIREMENTS

- None Required
- Samples Required PRIOR to Bid Opening
- Literature Required With Bid
- Samples May be Required Subsequent to Bid Opening

PERFORMANCE BOND

- None Required
- Bond Required \$ _____ % of bid award

QUANTITIES:

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuation in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:

BOB GOFF

Telephone: 630-3585

AGENCY: RECREATION

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS, CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROPOSAL FORMS.

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED VENDORS.

TERMS OF PAYMENT: NET OR % DISCOUNT 30 DAYS
(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

Bidder's Certification

Material is F.O.B. DELIVERED TO: VARIOUS LOCATIONS THROUGHOUT JACKSONVILLE

Delivery will be made in 1560 business days from receipt of purchase order.

We have received addenda

through _____

Handwritten Signature of Authorized Officer of Firm

Todd B. Krohn, President

Print Individual's Name & Title

April 3, 2000

Date

(904) 249-5353

Phone Number

REVISED PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO: SC-0463-00

VENDOR Contract Connection, Inc.
ADDRESS 5046 2nd Street
CITY, STATE, ZIP CODE Jacksonville Beach, FL 32250
PHONE 904-249-5353 FID# 105-0108496
CONTACT Todd Krohn

- Little Tikes
Little Tikes - Max Play
Labash Valley
H Porter - Poligen
Inwood
Victor Stanley
Ziensen mfg
Ortel
Artisite
Tricon
Inguard
H Star
Sorts Play
Order Patrol
Zinchmark/Trojan
Urdoek
Astie Lumber
Rbaco
I Custom Products
American Rubber Tech.
Herson - Williams
John Ranch
Coating Fountains
Industrial ShadeBoats
Htra Play
of Fall
ool Fog
zy N'Store
ager
NE Modular
J-con

VENDOR CATALOG: Fixed percentage discount:

Vendor Please See Attached
Discount off list price Please See Attached
Delivery _____ days ARO

MANUFACTURERS CATALOGS: Fixed percentage discount:

Table with 2 columns: Manufacturer, Discount off list price. Rows include 'See Attached list as per...' and 'listed on side'.

Delivery 45-60 days ARO F.O.B. Shipping Point Prepaid and add.

3) INSTALLATION

PREFERENCE

A) Fixed percentage of cost
(after discounts) of equipment 2540 %

YES NO

B) Price requested at time of price for materials
Is confirmed in writing.
(price per job of known materials)

YES NO

List vendor/manufacture written factory certification that is being supplied with b/d or within (3) days upon request.

ADDITIONAL INFORMATION:

SHIPPING CHARGES

\$ per project CWT

VARIANCES:

Please state any variances to the specifications regarding Vendor, manufacture, shipping, freight cost, etc. (Add additional information, if necessary on a separate paper.)

MINORITY STATUS

PLEASE INDICATE IF A MINORITY OWNED OR WOMEN OWNED BUSINESS (51%) YES NO

ADDITION

Supporting documents and requests for additional information may be required prior to award of contracts.

The City of Jacksonville, Florida reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the City of Jacksonville.

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID# SC-0463-00

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Todd B. Krohn
Name of Official (type or print)

Contract Connection, Inc.
Company Name

504 South 2nd Street
Business Address

Jacksonville Beach, FL 32250
City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and/or employec(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

GENERAL CONDITIONS

BID# SC-0463-00

1. RESERVATIONS: The City of Jacksonville, Florida reserve the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this letter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds are required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID HE SHOULD CONTACT THE OFFICE OF PROCUREMENT AND SUPPLY IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF, PROCUREMENT & SUPPLY.**

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 03-00150-06-26; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000,344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor after award and before manufacturer or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted.

The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for Purchasing Department" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidder, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon notification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS, AND IS IN ALL RESPECTS FAIR WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT & SUPPLY AS AGENT: When the Procurement & Supply Division is acting as agents for other public activities, being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 89-830, 853, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certify that his firm meets and agrees to the following provisions which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

SUPPLEMENTAL CONDITIONS:

Submission of Bids:

BID# SC-0463-00

Bids submitted in advance of the time set for opening should be delivered to the Procurement and Supply Division, 3rd Floor, St. James Building, New City Hall, 117 West Duval Street, Suite 335, Jacksonville, Florida 32202. Bids must be submitted **PRIOR** to the set time for opening. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Bid/Surety Requirements:

All Bids which may require a bond or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Failure to submit the above information timely will be grounds for rejection of bid.

Year 2000 Compliance and Warranty Requirements:

It is a requirement of this bid and the signature affixed hereto certifies that you have read the "Year 2000 Certification and Warranty Requirements". The "Product Compliance Certification" form **MUST** be completely filled out, signed and returned as a part of your bid submission. Bidders must submit completed form prior to recommendation of award.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so will result in your bid being returned unopened.

Bid Opening and Tabulation:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self-addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self-addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE

Public Entity Crime Information:

"A person or affiliate who has been placed on the State Of Florida 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

INSURANCE AND INDEMNIFICATION:

BID# SC-0463-00

20.43 INDEMNIFICATION:

- 20.43.1 The Contractor shall indemnify, defend and hold harmless the Owner and the Engineer named in the Contract Documents, their officers, agents and employees, from and against any liability cost or expense arising from personal injury to or death of persons, or loss or damage to property, including loss of use thereof, caused directly or indirectly by the act or omission of the Contractor, its Subcontractors and their officers, agents and employees in connection with their performance of this Contract, or arising from personal injury to or death of the Contractor's or its Subcontractor's officer, agents or employees and loss or damage to the Contractor's or its Subcontractor's property suffered wherever occurring while engaged in the performance or attempted performance of this contract.
- 20.43.2 In any and all claims against the Owner and the engineer or any of the officers, agents or employees by any employee of the Contractor or its Subcontractor, the indemnification obligation under Subparagraph 20.43.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 20.43.3 The obligation of the Contractor under Subparagraph 20.43.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared or furnished by the Owner or the Engineer, or arising out of the giving by the Owner or the Engineer of erroneous directions or instructions required to be given to the Contractor hereunder, or the failure of the Owner, or the Engineer to give directions or instructions required to be given to the Contractor hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 20.43.4 For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the contractor agrees to indemnify and hold harmless the Owner and the engineer and their agents and employees in accordance with the provisions of this Paragraph 20.43.

20.44 INSURANCE:

20.44.1 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 20.44.2 Without limiting its liability under the Contract Agreement, the Contractor shall procure and maintain at his expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
<u>Workers Compensation</u>	
Florida Statutory Coverage & Employers' Liability (including appropriate Federal Acts)	Statutory/\$100,000
<u>Comprehensive General Liability - (Occurrence Basis Only)</u>	
Premises - Operation	\$1,000,000 Combined Single Limit
Blanket X, C, U Hazards	
Products/Completed Operations	
Contractual Liability	
Independent Contractors	
Watercraft, if applicable	
<u>Auto Liability</u>	
* All Autos-owned, used or hired	\$100,000 \$300,000 \$50,000
	Per person Per accident Property damage
	Single Limit
* Professional Service contracts require	\$500,000

- 20.44.3 The Contractor's comprehensive liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor in Paragraph 20.43. Such insurance shall also provide Contractor's protective coverage, and coverage for explosions, collapse and injury or damage to property under the surface of the ground.
- 20.44.4 The Contractor shall also take out and maintain at his expense during the life of this Contract, Builders Risk Insurance if directed to do so because of "Special Conditions" when the Contractor's equipment is stored on site of construction. The Builder's risk shall protect the Contractor, the City, the Engineer, and the Design Consultant, as their interest may appear, for the following hazards to the work: Materials and equipment suitably stored at the site, and the Contractor's construction equipment, materials and temporary structures. Fire and lightning, extended strike, civil commotion, aircraft, vehicle and smoke damage, and vandalism and malicious mischief. Such policy shall be in an amount equal to the total Contract Price shown in the Contract Agreement for the Construction and in the amount of \$100,000 for the construction of gravity sewers and force mains.
- 20.44.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the City's Division of Insurance and Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the City, and the Engineer.
- 20.44.6 The City of Jacksonville should be named in each separate policy as "an additional interest" insured (except automobile policies)



Year 2000 Compliance and Warranty Requirements Products and Services

BID# SC-0463-00

- I. Notwithstanding any provision elsewhere contained in this contract (the "Contract"), the VENDOR expressly represents and warrants that for all Information Products supplied and for all Services provided, VENDOR will provide certification as to the following:
 - a. The VENDOR represents and warrants that there are no technological components which use recognize or are involved with Date processing or Date Exchange; or
 - b. If there are technological components which use, recognize or are involved with Date Processing or Date Exchange, the VENDOR of the product, item, Service, or process represents and warrants that the product, item, Service or process is and will be upon use or installation, compliant with all electronic date recognition systems, including, any computer system, hardware program or software microprocessor, embedded processors and/or systems integrated circuit or similar device, whether it is computer equipment or non-computer equipment, whether the property of the VENDOR or of others.

The electronic date compliance extends to the ability to recognize, process, distinguish, interpret or accept any change of year, date, or time, including but not limited to the definitions and standards contained herein.
 - c. The VENDOR also represents and warrants that if non-compliant products, items, Services, or processes are delivered the City of Jacksonville has the right to refuse the product, item, Service, or process.
 - d. The VENDOR agrees, represents and warrants that the cost or expense of evaluation, inspection, installation, maintenance, repair or replacement of any product, item, Service or process, in the effort to make the product, item, Service, or process electronic date recognition compliant, will be borne solely by the VENDOR, and at no cost or expense to the City of Jacksonville.
 - e. The VENDOR represents and warrants that all such components are fully Year 2000 Compliant according to the definitions and standards contained herein.

The VENDOR shall accomplish and document modifications necessary to ensure Information Products previously provided or Information Products to be provided or maintained in the future under this Contract are or will be Year 2000 Compliant as herein defined to the extent that other Information Products used in combination with the Information Products being acquired, properly processes Date Exchange and Date Processing, whether such Information Product was written, manufactured, produced, or performed by the VENDOR or a third party. The VENDOR further represents and warrants that if it uses Information Products to perform any Services under this Contract, such Information Products will be Year 2000 Compliant. If any of VENDOR's suppliers use Information Products to supply products or Services to the VENDOR, which products or Services are necessary in VENDOR's provision of products or Services to the City of Jacksonville, then and in such event, the VENDOR further represents and warrants that such Information Products, use by its suppliers will be Year 2000 compliant. If this Contract requires that specific listed Information Products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed Information Products as well as to the system.

The VENDOR shall promptly remedy any breach of these representations and warranties at no additional charge to the City of Jacksonville. Remedy of a breach may be through correction, upgrade or replacement of any Information

Year 2000 Compliance and Warranty Requirements (continued)

Products or performance of Services provided under this Contract which are Non-Year 2000 Compliant, with functionally equivalent Information Products which are Year 2000 Compliant and with Services that are compliant. If after its best efforts, the VENDOR is unable to accomplish the correction or replacement of the Non-Year 2000 Compliant Information/ Products or performance of Services, provided under this Contract within 45 days after notification to the VENDOR of the failure of the Information Products to attain Year 2000 Compliance or of the failure of Services, the Contractor shall refund to the City of Jacksonville any amounts paid by the City of Jacksonville for the Information Products and/or Services provided and shall indemnify and hold the City of Jacksonville harmless from and against any and all liability, loss, or expense (including reasonable attorney's fees) with respect to Services and to Non-Year 2000 Compliant Information Products provided under this contract. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Contract with respect to defects other than Year 2000 Non-Compliance. This Contract supersedes all previous contracts between VENDOR and the City of Jacksonville with regard to Year 2000 Compliance. This provision shall survive termination or expiration of this Contract.

2. As part of the Certification, VENDOR agrees to perform comprehensive testing necessary to insure all Information Products, which are provided under this Contract or which are used in the provision of Services under this Contract, are Year 2000 Compliant and to provide with all Information Products a completed Product Compliance Certification for Year 2000 Compliance attached hereto, and by this reference made a part hereof, along with the test plans and test results which support that Certification.
3. The representations and warranties contained herein are separate and apart from any other representations and warranties specified in this Contract, and are not subject to any disclaimer of representation warranty or limitation of Contractor's liability which may be specified elsewhere in this Contract, its appendices, addenda, amendments schedules, annexes or any document incorporated in this Contract by reference.
4. Definitions
 - a. Certification: the act of providing written testimony of qualification of a process or product with regard to Year 2000 Compliance, including identification and documentation of all formats of Date Processing and Date Exchange, such formats may include ISO standards, other generally accepted industry date representations, or other documented methods of date representation. Process certification does not necessarily mean product certification.
 - b. Date Exchange: the interchange of date data between two or more systems or system elements.
 - c. Date Processing: the handling of date data within a system or system element.
 - d. Information Products: Products and/or Services including but not limited to hardware, software, firmware, middleware, and embedded systems including but not limited to EDI and other interfaces for the exchange of data, whether acting alone or combined as a system.
 - e. Services: includes, but is not limited to, capital improvements, contractual services and professional services as those terms are defined in Section 126.102, Ordinance Code, and which Services may require Information Products for their provision.
 - f. Year 2000 Compliant: The ability of a system to provide all of the following functions:
 - 1) Handle date information (via U.S. standards) before, during and after Global Positioning System "Rollover Date" change from August 21, 1999 to August 22, 1999;

Year 2000 Compliance and Warranty Requirements (continued)

- ii) Handle date information (via U.S. standards) before, during and after Maximum Date change of September 9, 1999 (9/9/99) to September 10, 1999;
 - iii) Handle date information (via U.S. Standards) before, during and after January 1, 2000, including but not limited to accepting date input, providing date output, single century formulas, multi-century formulas, and performing calculations on dates or portions of dates, specifically including all dates in the years 1999, 2000 and years following 2000;
 - iv) Function accurately and without interruption before, during and after January 1, 2000, without any change in operations associated with the advent of the new century including leap year calculations;
 - v) Respond to two-digit year-date input in a way that resolves the ambiguity as to century in disclosed, defined, and predetermined manner;
 - iv) Store and provide output of date information in ways that are unambiguous as to century; and
 - vii) Function with other systems to accurately exchange date data in a manner which does not corrupt data which is date related and data which is not date related or otherwise adversely affect the performance of the system, system elements or components.
8. Non-Year 2000 Compliant: Any system which is not Year 2000 Compliant as defined herein above.
5. The Definitions of the terms specified herein shall supersede and take the place of the Definitions of those same terms contained in the Product Compliance Certification for Year 2000 Compliance, attached hereto and made a part hereof.
6. This Contract has been subject of meaningful discussions and/or negotiations of the terms, conditions and provisions contained herein. Therefore, any doubtful or ambiguous provision — if any — contained herein will not be construed against the party who physically prepared this contract or its provisions. The rule commonly known as "*Fortius Contra Preferentum*" will not be applied to this Contract or any interpretation hereof.



Product Compliance Certification

BID# SC-0463-00

1. Identification

a. Supplier Name	Contract Connection, Inc.		
b. Supplier Address	504 South 2nd St Jacksonville Beach, FL 32250		
c. Certifying Manager	Name Todd B. Krahn	Title President	Phone (904) 219-5353
d. Description of Product(s)			

If product is neither data aware nor date sensitive, go to Certification Section 1

2. Testing

a. Testing conducted by	Organization Name	Address	
PK	CC	504 S. 2nd St.	
b. Testing Manager	Name	Title	Phone
Joe Lic Nweta		CC	
c. Y2K review/ tests conducted (Attach test plan/data/results)	Start Date	End Date	
	12-1-99	12-7-99	
d. Results show product(s) is/are:	Fully compliant	<input checked="" type="checkbox"/>	Non-compliant
e. If compliance is conditional or contingent, describe fully all conditions and contingencies:			
f. Describe any issues, problems or limitations relevant to testing for Y2K compliance.			
g. Describe any issues, problems or limitations relevant to implementing product(s) after compliance testing.			
h. Describe any safety-critical or safety-related issues.			
i. Were the power off and power-on tests successful?			

3. Date formats and processing

a. Product uses internally:	2-digit year	4-digit year	b. Internal date format is:		
c. If 2-digit year, windowing technique is:	Fixed	Sliding	d. What range of dates can be represented?		
e. Describe how correct interfacing with applications using different window values is guaranteed, and how it was confirmed.					
f. Product input and output message formats use:	2-digit year	4-digit year	g. Product will correctly interpret a message received with a two digit year	Yes	No
h. Interface between this product and all other external date/time sources has been verified for correct operations.				Yes	No
i. Display, input, output, and printing of dates is clear and unambiguous.				Yes	No
j. Storage of date information is clear and unambiguous.				Yes	No
k. System or product properly processes archived data with dates.				Yes	No
l. Other usage of dates was checked: embedded in other fields, used a part of sort or record ID, have special meanings (e.g. 9999) encryption algorithms, random number generators, etc.				Yes	No
m. Does the system have a license date or expiration date?				Yes	No
n. The system was tested for proper backup and restore capabilities.				Yes	No
o. List all interfacing systems or products (include description, platform, compliance status, input or output).					

Product Compliance Certification

BID# SC-0463-00

Critical Dates:

All internal and output representation, external interfaces and display of dates must be clear, correct and unambiguous in the context in which they are used. You must certify that you have verified correct operation of the product, as applicable, in each of the circumstances described below.

		Tested:	Y	N	N/A	Test Ref
1	Dates and days of week in 20th century (1900's)		X			RN
2	Dates and days of week in 21st century (2000's)		X			RN
3	Dates and days of week spanning century boundary (mix 1900's and 2000's)		X			RN
4	Crosses from 1999 to 2000 correctly		X			RN
5	Recognizes Jul-Dec or Oct-Dec 99 as FY2000 (if applicable)		X			RN
6	Date forecasting and historical processing between 1900's - 2000's - 1900's		X			RN
7	Display and printing of 1900 and 2000 dates is clear and unambiguous		X			RN
8	Correctly exchanges with and interprets date data to and from all interfacing systems		✓			RN

Leap Year Calculations:

9	Recognizes February 29, 2000 as a valid date.		X			RN
10	Recognizes February 29, 2001 as an invalid date.		X			RN
11	Arithmetic operations perform calculations for Year 2000 with 366 days.		X			RN
12	Julian date 00060 is recognized as February 29, 2000.		X			RN
13	Julian date 00366 is recognized as December 31, 2000.		✓			RN

Product Compliance Certification

BID# SC-0463-00

Year 2000 Compliance and Certification Levels

The certifying manager and the testing manager are responsible for specifying the correct compliant level. Compliance levels are defined below:

LEVEL	DESCRIPTION
0	Product is neither date aware nor date sensitive; does not process date data.
1	- Independent testing successfully completed. "Independent" testing is that conducted by an independent testing or certifying organization not connected to the supplier. - All questions have positive responses where applicable.
2	- Independent audit of product and supplier's test results completed successfully. An "independent" Audit is one conducted by a Government or Contractor organization outside the supplier's chain of responsibility. - All questions have positive responses where applicable.
3	- Self-testing of the product(s) were successful. "Self-testing" is accomplished by the supplier in their own facility, with no additional outside review of the product or of the test results. - All questions have positive responses where applicable.
4	- NOT Tested.

Definitions

Certification: the act of providing written testimony of qualification of a process or product with regard to Year 2000 compliance, including identification and documentation of all formats of Date Processing and Date Exchange, such formats may include ISO standards, other generally accepted industry date representations, or other documented methods of date representation. Process certification does not necessarily mean product certification.

Date Exchange: the interchange of date data between two or more systems or system elements. In order to facilitate proper date data exchange between two or more systems or system elements, defined formats must be identified and documented by the suppliers of system or system elements.

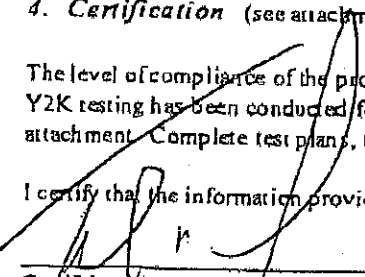
Date Processing: the handling of date data within a system or system element.

Year 2000 compliant: technology, including but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system, when used in accordance with its associated documentation, is capable of accurately processing, providing, and/or receiving date data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations.

4. Certification (see attachment for definitions)

The level of compliance of the product(s) described above is certified to be ____ (enter 0 - 4). If that level is not zero, Y2K testing has been conducted for this product. Testing included, at minimum, the items in this checklist and attachment. Complete test plans, test data, and test results are attached to this certification.

I certify that the information provided is true and correct to the best of my knowledge and belief.



Certifying Manager

4-3-02

Date

Testing Manager

Date

BID NO. SC-0463-00

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

TERMS AND CONDITIONS1. SCOPE:

The purpose of this bid invitation is to establish firm pricing and source of supply for furnishing and delivering, and in some area's installation of an undetermined quantity of PARKS AND PLAYGROUND EQUIPMENT, as listed in the catalogs supplied by the various vendors, with discounts to be listed on the attached proposal pages, for the Department of Parks, Recreation, and Entertainment.

2. AWARD:

Multiple Awards to be made to any and all vendors. There is no guarantee an ensuing purchase order will be issued after award; purchase orders will be issued subject to availability of funds.

3. DELIVERY:

Delivery to be F. O. B. delivered as indicated on purchase order. Vendors must set forth in the bid documents a specific delivery and installation commitment, stated in numbers of days from receipt of purchase order. Failure to comply with this requirement may result in rejection of bid.

3. CORRECTIONS MADE BY BIDDER:

Bidders are cautioned not to obliterate, erase or strike over any printed material as set forth in the bid documents. In quoting prices, whether unit price or total price, wherever a bidder has made an error and has corrected it, any and all such corrections should be initialed by person signing the bid form. Failure to comply with this provision may result in rejection of bid.

4. GENERAL CONDITIONS:

The signature on the bid form verifies that the bidder is acquainted with general conditions contained herein and will comply with all specifications, terms and conditions contained in the bid documents.

5. EFFECTIVE PERIOD OF QUOTATIONS:

Price quotations submitted in response to this bid solicitation shall be effective for a minimum of thirty (30) days from date of bid opening to allow for evaluation and award of bid.

BID NO. SC-0463-00

6. **DESCRIPTIVE LITERATURE:**

Complete descriptive literature, catalog cuts, brochures or other specification sheets must be submitted in **DUPLICATE** with bid. Failure to submit descriptive literature may result in rejection of bid.

BID NO. SC-0463-00

SPECIFICATIONS AND REQUIREMENTS

1. The purpose and intent of this bid is to establish and secure firm prices including all items listed in company's catalogs and percentage discount from the last column (lowest price) of manufacturers' price list for the purchase and delivery of park and playground equipment. Additionally, to secure a firm fixed percentage of cost (after delivery) or cost upon request, for installation of playground equipment and establish a term contract for the City of Jacksonville, Florida, as specified herein.

2. **RESPONSIBILITY:**

A contractor/ vendor will be responsible for all labor, materials, equipment, supervision, off-loading and placement for installation of all parks and playground materials ordered unless otherwise specified by the City of Jacksonville, Florida.*

* The City of Jacksonville, Florida may elect at certain circumstances to purchase only materials, and have those materials installed by others, (e.g., volunteers). These items will be shipped to a designated location and off-loaded by the vendor or vendors' representative.

3. **SHIPMENT:**

A minimum of seventy-two (72) hours advance notification of delivery is required of all freight carriers (charges prepaid by vendors and added to invoice).

4. **TERMS OF CONTRACT:**

The Price Agreement Contract for Parks and Playground Equipment will be for a period of one(1) year from date of the award, with an option for two(2) one(1) year renewals upon approval by both vendor/manufacturer and the City of Jacksonville, Parks, Recreation and Entertainment Department.

5. **RENEWAL:**

Renewal option(s) acceptance will be based on the successful vendor(s) agreement to all the terms, conditions and requirements in maintaining firm percentage for the following year(s) within thirty days of contract expiration. All prices will remain firm for the period of each contract year.

BID NO. SC-0463-00**6. CATALOG:**

In order to meet the City of Jacksonville, Florida parks and playground equipment needs, requirements, and in the best interest of the city, all vendors' bidding will submit catalogs (complete with material price, installation cost and freight charges where applicable) with their Bid Proposal, offering a firm fixed percentage discount, and comply with all specifications, terms and conditions.

7. PRICING OF QUOTE/INVOICE:

A request for pricing will list each item cost, price for installation of each item, and freight charges for those items, each specified where applicable.

8. PAYMENT:

Price agreement contracts will be issued only to the vendor/manufacturer who submitted a bid proposal that was awarded specified order request. No split order payment for separating vendor and installer (two-party check's invoice) will be issued by the City of Jacksonville, Florida. Payment for installation charges will be the responsibility of the vendor.

8. CERTIFICATE:

All vendors, contractors, manufacturers and installers submitting a bid or a subcontractor of the bidder will comply and supply written factory certification that they are certified/authorized to install playground equipment as required by the manufacturer and submitted with bid proposals. Failure to provide this information in writing may be subject to rejection of bid.

9. PERCENTAGE:

Vendors will indicate in space provided on proposal forms sheets their firm fixed percentage discount to be deducted from the catalog list prices or manufacturers' catalogs.

10. JOB COMPLETION:

Vendor/installer will be responsible for clean up and removal of all debris resulting in job completion and leave said sites in neat and orderly fashion at the end of each workday.

Vendor/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

11. SUPERVISE:

Vendors will be responsible for the accuracy for all fixed measurements.

A vendor job supervisor/representative will be on the work site at all time and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

BID NO. SC-0463-00

11. LAWS:

All materials received will meet ADA, American Playground Safety Regulation, and all other playground equipment and safety laws, (ASTM Standards), requirements and certifications, etc.

12. WARRANTY:

Manufacturer/installer will guarantee entire installed systems and units to be free of defects in workmanship and materials for a period of not less than one (1) year from date of completed installation acceptance. The manufacturer and/or installer will repair and/or replace and defected and poor installation at no cost to the City of Jacksonville, Florida during the warranty period and will transfer any manufacturer's guarantee for supplier/installer furnished materials extending beyond this contract period to the owner.

13. SAFETY:

It will be the successful bidder's responsibility to insure all products ordered, shipped, and installed conform, meet or exceed all the required federal, state, city, county and local safety guidelines.

14. INSURANCE:

Insurance certificate required at time of bid opening listing The City of Jacksonville as additional insured.

14. PROMOTIONAL PRICING:

Vendors will extend during the contract period any items offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

15. COOPERATIVE PURCHASE:

Any bidder awarded under this bid agrees that such response also constitutes a bid price to all State and County agencies and political subdivisions of the State of Florida under the same conditions, for the same effective period as this bid, should be the awarded bidder (s) deem it in their interest of their business to do so.

16. RESTRICTIONS:

This agreement in no way restricts or interferes with any State Agency or political subdivision of the State of Florida to rebid any or all items.

BID NO. SC-0463-00**17. DEFAULT:**

In the event that the awarded vendors should breach this contract, the City of Jacksonville, Florida reserves the right to seek all remedies in law and/or in equity.

18. VIOLATION:

In the event any or the provisions of this bid are violated by the awarded contractors, they will be given written notice stating the deficiencies, and given then (10) days to correct deficiencies found. Cancellation of the contract will be made by the City of Jacksonville should corrections not be made.

The City of Jacksonville reserves the right to terminate any contract resulting from this invitation at any time due to any violation.

19. EQUAL BUSINESS OPPORTUNITY PROGRAM:

The City of Jacksonville encourages active participation by all minorities and women owned business on all contracts, proposals, bids, professional services, subcontracting and other goods.

20. ORDERING:

After an award has been made by the City of Jacksonville, a contract/purchase order will be mailed to the successful vendors for materials as required.

21. AWARDING:

Purchase orders will be made to the vendor with the best price for materials required from catalogs submitted.

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO: SC-0463-00

VENDOR Contract Connection, Inc.
ADDRESS 504 South 2nd Street
CITY, STATE, ZIP CODE: Jacksonville, Beach, FL 32250
PHONE: 904-249-5353 FID# 605-0108496
CONTACT Todd Krohn

1) VENDOR CATALOG: Fixed percentage discount:

- He Times
He Times - Max Play
Labash Valley
H Parker - Poligon
Wood
Sick Stanley
Hershen mfg
Ortel
Artisle
Tricon
Inguard
11 Star
Sorts Play
Order Patrol
Enchmark/Trojan
Turdeck
Astic Lumber
Irbaco
CI Custom Products
American Rubber Tech.
Hershen-Williams
pohn Ranch
feeding fountains
Industrial Shade Parts
Ultra Play
of Fall
ool foq

Vendor Please See Attached

Discount off list price Please See Attached

Delivery _____ days ARO

MANUFACTURERS CATALOGS: Fixed percentage discount:

Table with 2 columns: Manufacturer, Discount off list price. Rows include 'see attached list as per' and 'listed on site'.

Delivery 45-60 days ARO F.O.B. Destination

- Pay N' store
Zeager
EME Modular
Wal-Con

3) INSTALLATION

PREFERENCE

A) Fixed percentage of cost (after discounts) of equipment 25-40 %

YES NO

B) Price requested at time of price for materials Is confirmed in writing. (price per job of known materials)

YES NO

List vendor/manufacturer written factory certification that is being supplied with bid or within (3) days upon request.

ADDITIONAL INFORMATION:

SHIPPING CHARGES

\$ per project CWT

VARIANCES:

Please state any variances to the specifications regarding Vendor, manufacture, shipping, freight cost, etc. (Add additional information, if necessary on a separate paper.)

MINORITY STATUS

PLEASE INDICATE IF A MINORITY OWNED OR WOMEN OWNED BUSINESS (51%) YES NO

ADDITION

Supporting documents and requests for additional information may be required prior to award of contracts.

The City of Jacksonville, Florida reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the City of Jacksonville.

Bid SC-0463-00

City of Jacksonville Bid March 5, 2000

<u>Factory</u>	<u>Discount</u>	<u>Installation as % of List Price</u>
Little Tikes	5 % less than \$10,000	35 %
	10 % more than \$10,000	35 %
LTCPS – Max Play System	5 %	35 %
Wabash Valley	5 %	25 %
W.H Porter / Poligon	5 %	35 %
Enwood Structures	5 %	35 %
Victory Stanley	5 %	25 %
Petersen Manufacturing	5 %	25 %
Vortex	5 %	See Details on Separate Sheet
Carlisle	5 %	35 %
Vitricon	1 %	Included in List Price
Sun Guard Shade Structures	5 %	45 %
All Star Bleachers	5 %	32 %
Sports Play	5 %	30 %
Border Patrol	5 %	47 %
Benchmark / Trojan	5 %	35 %
Murdock Fountains	5 %	65 %
Plastic Lumber	5 %	25 %
Urbaco	5 %	42 %
CCI Custom Products	5 %	35 %
American Rubber Technologies	5 %	30 %
Patterson – Williams	5 %	60 %
Spohn Ranch	5 %	45 %
Floating Fountains	5 %	30 %
Industrial Shade Ports	5 %	45 %
Ultra Play	5 %	30 %
Sof Fall	5 %	30 %
Kool Fog	5 %	30 %
Play N' Store	5 %	30 %
Zeager	5 %	30 %
EME Modular	5 %	10 %
Wal-Con, Inc	5 %	10 %

<u>Material</u>	<u>Cost</u>	
Concrete	\$3.50/SF	Under 1000 SF (Installed)
Concrete	\$3.00/SF	1000 SF & Above (Installed)
Concrete Footings	\$450.00	Per Hole (Installed)
Painting	\$3.00/SF	(Installed)
Sand	\$1.50/SF	(Installed)
Pressure Treated Pine Border	\$6.00/LF	(Installed)
Mulch	\$59.00 / Cubic Yard	
Excavation		

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID# SC-0463-00

OPEN DATE: 4/15/00

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT DATE OF AWARD FOR A PERIOD OF ONE YEAR W/(2) ONE(1) YEAR RENEWAL OPTIONS.

FOR: RECREATION

BASIS OF AWARD: N/A

NUMBER OF BIDS INVITED N/A NUMBER RECEIVED N/A OTHER: N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend the addition of Contract Connection, Inc. as representative for BCI Burke to this Agreement due to the change in territory formerly by The Gerber Group. Contract Connection will maintain the same terms and conditions for the length of the City of Jacksonville's existing contract for park and playground equipment. (SEE ATTACHED).

BUYER: Faith Croome RESPECTFULLY SUBMITTED

FAITH CROOME

Jacques H. Gibbs
Jacques H. Gibbs, Chief
Procurement and Supply

CONCURRENCE BY: PARKS, RECREATION & ENTERTAINMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE MAR 15 2001

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

OTHER _____

ACTION OF AWARDING AUTHORITY

DATE: 3/15/01

APPROVED DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION

J. J. [Signature]

Orig. by Budget 12/12/01
 cc: B. Appgar + J. Seaman
 12/05



Date: December 3, 2001

AGENDA ITEM

Page 1 of 3

Department: Financial and Administrative Services
Division: Purchasing
File No: PR-M-01-355
Subject: Price Agreement for Parks and
 Playground Equipment for the County of
 Volusia, Bid No. 02-B-16

Amount(s):
Account Number(s):
Description(s):

Attachments:

- Ordinance
- Resolution
- Budget Resolution
- Other
- Supporting Documents/Contracts available for review in the Service Center and County Manager's Office

Summary/Highlights:

The bid proposal was properly advertised and noticed to sixty-seven (67) manufacturers/distributors (10 in Volusia County) to provide a price agreement for parks and playground equipment for the County of Volusia, Florida, on Invitation to Bid 02-B-16. The bid was opened November 27, 2001. See attached for complete tabulation.

The price agreement provides access to purchase park and playground equipment for Volusia County Leisure Services, Community Services, Community Development and other government municipalities throughout Florida at a fixed price for materials, freight, and installation. The materials also include recycled structural items (i.e., benches, tables, and playscapes), A.D.A. ground cover, bleachers, and all items listed in catalogs.

Staff Contact: William Appgar, Director of Leisure Services Ext. 5953

Recommended Motion:

All proposals have been reviewed by Volusia County Leisure Services, Community Development, Community Services and Purchasing. It is their recommendation that a contract be awarded to the following manufacturers/distributors:

- Contract Connection, Inc., Jacksonville, Florida
- Gametime, Inc., c/o Dominica Recreation Products, Inc., Longwood, Florida
- Miracle Recreation Equipment Co., Noland Associates, Maitland, Florida
- Piazza, Inc., Geneva, Florida
- The Gerber Group, Boca Raton, Florida

The approval of five (5) manufacturers/distributors provides a wider range of playground equipment and products available. *

Growth & Resource Management Director Jamie Seaman Purchasing Director Cheryl L. Olson	OMB Approved as to Budget Requirements	Legal Approved as to Form and Legality	County Manager's Office Approved Agenda Item for: January 10, 2002
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Council Action:

- Approved as Recommended
- Approved with Modification
- Disapproved
- Continued Date:

Post-It™ brand fax transmittal memo 7671 # of pages > 3

To: LAUREN	From: Janice Okelund
Co: LEE COUNTY	Co: Volusia County
Dept: CONTRACTS MGMT.	Phone: (386) 822-5772
Fax #: (941) 335-2335	Fax #: (386) 736-5972

Date: December 3, 2001

AGENDA ITEM

Page 2 of 3

Subject: Price Agreement for Parks and
Playground Equipment for the County of
Volusia

Department: Financial and Administrative Services
Division: Purchasing
File No: PR-M-01-355

BACKGROUND/DISCUSSION

Price Agreement Contract for Parks and
Playground Equipment Bid Price Structure

Manufacturer/Distributor	Catalog	Discount	Less	Freight
<u>Contract Connection, Inc.</u> Installation: 25% of cost after discount of equipment.	Burke		20%	\$ 42.00 CWT
	Poligon		10%	"
	Wabash Valley		10%	"
<u>Gametime c/o Dominica Recreation Products, Inc.</u> Installation: 22% of cost after discount of equipment	Gametime	\$1.00 - \$9,999.99	5%	Quoted per job
		\$10,000.00 and above	10%	
<u>Piazza, Inc.</u> Installation: % of cost after discount of installation	Kompan		35%	Varies by manufacturer /vendor in addition to amount of product shipped CWT
	35% Big Top		10%	
	30% Classic		10%	
	30% Elements		10%	
	30% Galaxy		10%	
	30% Elements		10%	
	35% 10 Plus		10%	
	25% Playground Envi-Intern		10%	
	35% Boldr		5%	
	35% Geoculp		5%	
	50% Water Odyssey		20%	
	50% Water Toys		5%	
	8% Finger Parks		5%	
	Varies Vitricon		10%	
	Varies Surface America		10%	
	Varies Zeager		5%	
	25% Dynacushion		5%	
30% Childforms		5%		
Varies Sunguard Shade		5%		
25% Sit With Us		6%		
25% Urban Accessories		5%		

- Continued -

Date: December 3, 2001

AGENDA ITEM

Page 3 of 3

Subject: Price Agreement for Parks and
Playground Equipment for the County of
Volusia

Department: Financial and Administrative Services
Division: Purchasing
File No: PR-M-01-355

BACKGROUND/DISCUSSION (continued from page 2)

Price Agreement Contract for Parks and
Playground Equipment Bid Price Structure

<u>Manufacturer/Distributor</u>	<u>Catalog</u>	<u>Discount</u>	<u>Less</u>	<u>Freight</u>
<u>Piazza, Inc.</u> (continued)				
Installation: % of cost				Varies by manufacturer /vendor in addition to amount of product shipped CWT
after discount of installation	25% Thomas Steel		10%	
	25% Madrax		10%	
	25% Site Essentials		10%	
	50% Sutter Creek		10%	
<u>The Gerber Group</u>				
Installation: 25% to discount price for installation	Playland, LLC		12%	\$40.00 CWT
Fixed percentage of cost after discount of equipment:	88% Site Essentials			
<u>Miracle Recreation Equipment Company c/o Noland Associates</u>				
Installation: 25% of cost after discount of equipment.	Miracle	\$0 - \$4,999.00	8%	Varies with weight (see below per hundred lbs.)
		\$5,000 - \$9,999.00	12%	
		\$10,000 - \$19,999.00	15%	
		\$20,000.00 up	18%	
	* 1 - 499 lbs.	\$49.77		
	500 - 999 lbs.	\$47.10		
	1,000 - 1,999 lbs.	\$36.95		
	2,000 - 4,999 lbs.	\$30.67		
	5,000 - 9,999 lbs.	\$22.76		
	10,000 - 19,999 lbs.	\$22.36		
	20,000 - 22,999	\$16.01		
	23,000 +	\$3,682.30		

* Note: Dale M. Hasner of Southern Park and Play Systems, Inc., West Melbourne, Florida, submitted a proposal without cost for installation (materials only.) Bid stipulates awarded vendor shall provide all labor, materials, supervision, and freight for installation of park and playground equipment.



**COUNTY OF VOLUSIA
FLORIDA**

RECEIVED JAN 25 2005

PURCHASE ORDER NUMBER
PA 3192
VENDOR COPY

Vendor: 02011600010

Tel: (407) 349-0800

Fax: (407) 349-5117

FOB: DESTINATION

Ship To: AS REQUIRED BY USING DEPARTMENT

Tel:

PIAZZA, INC.

P. O. BOX 1229

GENEVA, FL 32732-1229

Invoice To: AS REQUIRED BY USING DEPARTMENT

(in Duplicate)

Tel:

PRICE AGREEMENT

For Period 02/01/02 through 01/31/2005

PARKS AND PLAYGROUND EQUIPMENT FOR THE COUNTY OF VOLUSIA, FLORIDA
AS REQUIRED

IN ACCORDANCE WITH ALL SPECIFICATIONS, QUOTATIONS, AND REQUIREMENTS
AS SET FORTH WITHIN INVITATION TO BID 02-B-16 (AS PER ATTACHED)

CONTRACT FOR THREE (3) YEARS WITH OPTION OF EXTENSION FOR ADDITIONAL YEAR
(S) UPON APPROVAL BY BOTH VENDOR/MANUFACTURE AND THE COUNTY OF VOLUSIA.

APPROVED BY COUNTY COUNCIL: 01/10/02

INSTRUCTIONS TO VENDOR

THIS IS AN INDEFINITE QUANTITY PURCHASE ORDER. There are no quantities guaranteed or implied to be purchased.

Payment Terms: Net 30 days, EOM.

This Price Agreement may be used by all Volusia County Departments.

THE VENDOR IS SOLELY RESPONSIBLE TO OBTAIN the correct requesting Department's name, shipping address, invoicing address and the name and phone number of the person ordering supplies or services; and the vendor is responsible to obtain the printed name and a clear signature for all orders picked up.

The County of Volusia is exempt from Florida Sales Tax (Exemption Number 74-07-059158-53/C) and generally all other taxes.

If you have any questions, contact the Volusia County Purchasing Office at 904-736-5935; Daytona: 257-6900; ext. 5935, New Smyrna 423-3300, ext. 5935.

REFER QUESTIONS TO:

TOM KELLEHER, 386-822-5772

tkelleher@co.volusia.fl.us

PURCHASING DIRECTOR

County of Volusia, Florida

Date: December 3, 2001

AGENDA ITEM

Page 2 of 3

Subject: Price Agreement for Parks and
Playground Equipment for the County of
Volusia

Department: Financial and Administrative Services
Division: Purchasing
File No: PR-M-01-355

BACKGROUND/DISCUSSION

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	Wabash Valley		10%	"
<u>Gametime c/o Dominica Recreation Products, Inc.</u> Installation: 22% of cost after discount of equipment	Gametime	\$1.00 - \$9,999.99	5%	Quoted per job
		\$10,000.00 and above	10%	
<u>Plazza, Inc.</u> Installation: % of cost after discount of installation	Kompan		35%	Varies by manufacturer /vendor in addition to amount of product shipped CWT
		35% Big Top	10%	
		30% Classic	10%	
		30% Elements	10%	
		30% Galaxy	10%	
		30% Elements	10%	
		35% 10 Plus	10%	
		25% Playground Envi-Interm	10%	
		35% Boldr	5%	
		35% Geoculp	5%	
		50% Water Odyssey	20%	
		50% Water Toys	5%	
		8% Finger Parks	5%	
		Varies Vitricon	10%	
		Varies Surface America	10%	
Varies Zeager	5%			
25% Dynacushion	5%			
30% Childforms	5%			
Varies Sunguard Shade	5%			
25% Sit With Us	6%			
25% Urban Accessories	5%			

- Continued -

County of Volusia, Florida

Date: December 3, 2001

AGENDA ITEM

Page 3 of 3

Subject: Price Agreement for Parks and
Playground Equipment for the County of
Volusia

Department: Financial and Administrative Services
Division: Purchasing
File No: PR-M-01-355

BACKGROUND/DISCUSSION (continued from page 2)

Price Agreement Contract for Parks and
Playground Equipment Bid Price Structure

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* Note: Dale M. Hasner of Southern Park and Play Systems, Inc., West Melbourne, Florida, submitted a proposal without cost for installation (materials only.) Bid stipulates awarded vendor shall provide all labor, materials, supervision, and freight for installation of park and playground equipment.

SUBMIT TO:
COUNTY OF VOLUSIA
PURCHASING
 123 W. INDIANA AVE
 DELAND, FL 32720-4608



INVITATION TO BID

CONTACT PERSON: EXT.
Tom Kelleher x 5772

**AN EQUAL
 OPPORTUNITY
 EMPLOYER**

FAXBACK DOC. # 216

DELAND: (904) 736-5935
 DAYTONA BEACH: (904) 257-6000
 NEW SMYRNA BEACH: (904) 423-3300

TITLE:
**PRICE AGREEMENT FOR PARKS AND PLAYGROUND
 EQUIPMENT FOR THE COUNTY OF VOLUSIA, FLORIDA**

NUMBER:
02-ITB-16

SUBMITTAL DEADLINE:
**Tuesday, November 27,
 2001 2:00 p.m.**

PRE BID PROPOSAL DATE, TIME AND LOCATION:
 Monday, November 12, 2001, 9:00 a.m., Purchasing Conference Room, 3rd Floor,
 Volusia County Administration Building, 123 West Indiana Ave., DeLand, Florida

*SUBMITTALS RECEIVED AFTER
 ABOVE DATE AND TIME WILL
 NOT BE CONSIDERED*

RESPONDENT NAME:

MAILING ADDRESS:

CITY - STATE - ZIP:

TELEPHONE NO.:

FAX NO.:

FEDERAL ID NO. OR SOCIAL SECURITY NO.:

IF RETURNING AS A "NO RESPONSE", STATE REASON:

X _____
 Authorized Signature

 Typed Name

 Title

 Date

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 services(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the County of Volusia 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 County of Volusia. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the vendor.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
GENERAL CONDITIONS AND INSTRUCTIONS
 **** PLEASE READ CAREFULLY ****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing Division shall contact the Division office in DeLand, (904) 736-5935, at least five (5) days prior to the scheduled opening or meeting.

- SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Division Office after the specified date and time will not be considered.

 Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.
- EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

OPENING: Opening shall be public in the Volusia County Purchasing Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (b) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.

PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

TABULATION: Anyone wishing to receive a copy of the tabulation of offers is required to enclose a stamped, self-addressed envelope with submittal.

- CLARIFICATION/CORRECTION OF ENTRY:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may effect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

 No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

 Failure to acknowledge addenda may result in the offer not being considered.
- INCURRED EXPENSES:** This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
- DISADVANTAGED BUSINESSES:** The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council.
- LOCAL BUSINESSES:** The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

11. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

12. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

13. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 74-07-059158-53C.

14. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

15. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

16. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.

17. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

18. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

19. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

20. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Purchasing Director.

21. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supercede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

22. **LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

23. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented

invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

24. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.

25. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor.

26. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

27. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.

28. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.

29. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/vendor being removed from the County bid list and the offeror/vendor being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.

30. For purposes of this invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

31. **DEFINITIONS:**

COUNTY - The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

VENDOR - The term "vendor" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

USING AGENCY - The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.

HEAVY DUTY - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

1.0 TECHNICAL SPECIFICATIONS

The purpose and intent of this bid is to establish and secure a firm, fixed price to include all items in companies catalogs and percentage discount from the last column (lowest price) of manufacturers' price lists for the purchase, delivery, and off loading of park and playground equipment; and to secure a firm fixed percentage of cost (after delivery) or cost upon request, for installation of all cataloged items and playground equipment; and to establish a term contract for the County of Volusia, Florida, as specified.

1.01 FOB

All prices for delivery shall be FOB destination for job site locations throughout Volusia County, as directed at time of order placement.

1.02 RESPONSIBILITY

Contractor/vendor shall be responsible for all labor, materials, equipment, supervision, off loading, and placement for installation of all park and playground materials ordered unless otherwise specified by Volusia County. *

* Volusia County may elect at certain circumstances to purchase only materials, and have those materials installed by others, e.g., volunteers. These item(s) will be shipped to a designated location and off-loaded by the vendor or vendor representative.

1.03 SHIPMENT

A minimum of seventy-two (72) hours advance notification of delivery is required of all freight carriers (charges pre-paid by vendor and added to invoice.) No delivery will be accepted without proper notice from County project official. Transport company shall know the contact person, job site address, and approved/authorized delivery date.

1.04 TERM OF CONTRACT

The Price Agreement Contract for Parks and Playground equipment shall be for a period of three (3) years from date of purchase order, with option of extension for additional year(s) upon approval by both vendor/manufacture and the County of Volusia Purchasing Division. Contract time begins January 1, 2002.

1.05 RENEWAL

Annual renewal acceptance shall be based on the successful vendor's (s') agreement to all the terms, conditions and requirements in maintaining firm percentage for the following year(s) no later than thirty days prior to end of contract time. All price structures shall remain firm for the period of the contract year.

1.06 SERVICE

Contractor(s) awarded this contract shall be responsible to work with all County services and units, to be able to provide the proper and safest equipment for each site and facility where equipment is to be installed.

1.07 CATALOG

In order to meet Volusia County Parks and Playground equipment needs, requirements, and in the best interest of the County, all vendors bidding shall submit catalogs (complete with material price, installation cost, and freight charges where applicable) with their Bid Proposal, offering a firm fixed percentage discount (without change for one year from date of contract issued) and comply with all specifications, terms and conditions.

1.08 PRICING OF QUOTE/INVOICE

Request for pricing shall list each item cost, price for installation of each item, and freight charges for those items, each specified where applicable.

1.09 PAYMENT

Price Agreement Contract shall be issued only to the vendor/manufacturer who submitted a Bid Proposal that was awarded specified order request. No split order payment for separating vendor and installer (two-party check invoice) shall be issued by the County of Volusia. payment for installation charge shall be the responsibility of the awarded vendor.

1.10 CERTIFICATION

All vendors, contractors, manufacturers and installers submitting a bid or a subcontractor of the bidder shall comply and supply written factory certification that they are required/authorized to install playground equipment as required by the manufacturer and submitted with Bid Proposal.

1.11 PERCENTAGE

Vendor shall indicate in space provided on Bid Summary Sheet their firm fixed percentage discount to be deducted from the catalog list prices.

Both vendor and installer shall be responsible for damages to property and personnel due to their neglect or bad safety habits.

1.12 JOB COMPLETION

Vendor/installer shall be responsible for cleanup and removal of all debris resulting in job completion and leave said site in neat and orderly fashion at the end of each workday.

Vendor/contractor/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

1.13 SUPERVISE

Vendor shall be responsible for the accuracy for all fixed measurements.

A vendor job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications, and installation functions.

1.14 LAWS

All materials received shall meet A.D.A., American Playground Safety Regulations, and all other playground equipment and safety laws (A.S.T.M. Standards), requirements and certifications, etc.

1.15 WARRANTY

Manufacturer/installer shall guarantee entire installed systems and units to be free of defects in workmanship and materials for a period of not less than one (1) year from date of completed installation date accepted. The manufacturer and/or installer shall repair and/or replace any defected and poor installation at no cost to the County of Volusia during warranty period and shall transfer any manufacturer's guarantee for supplier/installer furnished materials extending beyond this contract period to the owner.

1.16 INSURANCE

Proof of insurance shall be furnished by the successful vendor(s) to the Volusia County Purchasing Division within ten (10) days upon request after bid has been awarded (request a Certificate of Insurance). The County of Volusia shall be named as an additional insured under the General Liability Policy and Product Liability. Vendor shall provide complete copies of any insurance policy for required coverage and be responsible for any policy deductible and self-insured retentions as for the following:

- a) General Liability Insurance, including products, completed operations and blanket contractual liability with bodily injury limits of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
- b) Auto Liability Insurance with limits not less than \$500,000.00 per occurrence for bodily injury and property damage for owned, hired and non-owned vehicles.
- c) Workers' Compensation and Employer's Liability Insurance with a limit of not less than \$100,000.00 per occurrence.

The successful bidder(s) under the Price Agreement Contract Number shall indemnify, hold harmless, and defend the County of Volusia, DeLand, Florida, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and other which the County, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have risen out of the products, goods, or services furnished by the vendor, their agents, servants or employees, or controlled by the County for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the County Properties, or death of any person, group or organization, whether employees by the vendor or the County, or otherwise. The maximum the vendor shall be liable to the County under this Price Agreement Contract is \$10,000,000.00 per occurrence and the bidder(s) recognize that the covenants that it has received consideration for the indemnification provided herein.

1.17 SAFETY

It shall be the successful bidder's responsibility to insure all products ordered, shipped, and installed conform, meet, or exceed all the required federal, state, city, county and local safety guidelines.

1.18 PROMOTIONAL PRICING

Vendor shall extend during the contract period any items offered on a "promotional" basis from the manufacturer. It shall be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.

1.19 PRODUCT NAMES

Product names and model numbers used in this proposal are for establishing quality and degree of product the County will procure. It is not used for establishing one "brand" or manufacturer. Vendor may present their brand product meeting all standards required and specified.

2.0 GENERAL TERMS & CONDITIONS

2.1 Purpose:

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids for a contract to furnish Parks and Playground equipment for the County of Volusia, Florida.

2.2 Bid Closing Date

The original bid proposal and two (2) complete copies (3 complete packages) must be received by the Volusia County Purchasing Office, Room 301, Third Floor, 123 West

Indiana Avenue, DeLand, FL, 32720-4608, no later than 2:00 p.m., local time, on Tuesday, November 27, 2001. Bids received after this time will not be considered.

2.3 Proposed Schedule:

October 29, 2001 Invitation to Bid Available
November 12, 2001 Pre-proposal Conference
November 27, 2001 Bid Closing Date

2.4 Delivery of Bids

All bids shall be sealed and delivered or mailed to (faxes will not be accepted):
County of Volusia, Florida
Purchasing Office Room 301
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **"Bid # 02-ITB-16, PARKS AND PLAYGROUND EQUIPMENT FOR THE COUNTY OF VOLUSIA, FLORIDA"**

Note: Please ensure that if a third party carrier (Federal Express, Airborn etc.) is used, that they are properly instructed to deliver your bid proposal to Room 301, in the Purchasing Office on the third (3rd) floor at the above address. Bids received after the bid closing date and time, will not be considered, a bid must be received and accepted in the Purchasing Office on the bid closing date and time.

2.5 Pre-bid Conference

- A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 9:00 a.m., local time, Monday, November 12, 2001. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact the Volusia County Purchasing Division Office in DeLand (386) 736-5935 at least five (5) days prior to the date.

2.6 Public Bid Opening:

- A. Only the names of the firms submitting bid proposals will be read aloud after the bid closing time. The bids will be available for inspection during normal business hours in the Purchasing Office.

- B. A complete tabulation of bids will be available after it is completed. A copy of the completed bid tabulation will be available on our FaxBack System by dialing (386) 740-5155 and requesting document number 21688.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact the Volusia County Purchasing Office in DeLand (904) 736-5935 at least five (5) days prior to the date.

2.7 Proposal Form

- A. See **Submittal Requirements**, page 19 for complete details.
- B. Each bidder shall submit three (3) complete sets of the bid proposal form. The bid shall be submitted on an exact copy of the attached bid response form.
- C. The Invitation to Bid Page and the proposal form must be signed by an official authorized to legally bind the bidder to its provisions.
- D. Terms and conditions differing from those in this bid shall be cause for disqualification of the proposal.

2.8 Questions Concerning Bid

- A. Questions concerning any portion of this Bid shall be directed in writing to the below name individual who shall be the official point of contact for this Bid. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) **"Questions on Bid # 02-ITB-16, "Parks & Playground Equipment."**

Submit questions to:

Tom Kelleher, 386-822-5772 Fax 386-736-5972

E-mail - tkelleher@co.volusia.fl.us

Tim Baylie, Leisure Services Special Projects Coordinator, 386-736-5953

2.9 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 904-736-5972) through the person listed above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

- B. If it becomes necessary to revise or amend any part of this Bid, notice will be given to all prospective Bidders who were sent an Invitation to Bid. Receipts of amendments must be acknowledged by the Bidder in their bid proposal. Each Bidder should ensure that they have received all addendum and amendments to this Bid before submitting their bid proposals. Please check the Volusia County FaxBack System 386-740-5155 document # 2001 for any addenda.

2.10 Award

- A. The contract may be awarded to the lowest responsive and responsible bidder(s) whose proposal meets or exceeds the specifications set forth in this bid.
- B. The County has the sole discretion and reserves the right to cancel this Bid, and to reject any and all proposals, 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 County's best interests to do so.

2.11 Other Agencies

- A. All bidders awarded contracts from this bid are given the privilege and are required to permit any municipality or other governmental agency to participate in the contract under the same price, terms and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency will issue its own purchase order to the awarded bidder(s).

2.12 F.O.B. Point:

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the bid proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller/bidder and the carrier.

2.13 Assignment

The awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing.

2.14 Contract

- A. The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, [will][will not] be issued.
- B. The Director of Purchasing is the sole Contracting Officer for the County of Volusia, Florida, and only he or his designee is authorized to make changes to any contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed purchase order. The County shall not be responsible for any order, change substitution or any other discrepancy from the purchase order. If there is any question about the authenticity of a purchase order or change order the vendor should promptly contact the Purchasing Office at (386) 736-5935.

2.15 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any bid proposal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Bidder submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled **•trade secret•**. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- C. Also pursuant to Section 119.07 (3)(aa), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees. The County will maintain the confidentiality of such financial data to the extent provided by law.

2.16 Bidder's Responsibility

A Bidder, by submitting a bid represents that:

- A. The Bidder has read and understands the Invitation To Bid and the bid is made in accordance therewith, and;
- B. The Bidder is familiar with the local conditions under which the awarded bidder and proposed products must perform. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

- C. Before submitting a bid proposal, each Bidder shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its bid proposal submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

2.17 Payment Terms:

- A. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). Please indicate any willingness to accept EFT and what discount(s) will be applied to such payments. List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.
- D. *By submitting a bid (offer) to the County of Volusia, Florida, the bidder expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the bidder to the County for any legal obligation between the bidder and the County, including, but not limited to intangible taxes, personal property taxes, fees, and commissions.*

2.18 Conflict of Interest Disclosure

All bidders shall complete and have notarized the attached disclosure form (page 34) of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.19 Certificates

The County reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida, such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

2.20 Bidder Liability

The bidder shall hold and save the County of Volusia, its officers, agents and employees harmless against claims by third parties resulting from the bidder's negligence.

2.21 Minor Irregularities:

The County reserves the right to waive minor irregularities in bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the bidder an advantage or benefit not enjoyed by other bidders.

2.22 Governing Laws :

Except to the extent Federal law is applicable, the interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and the County of Volusia, Florida. Venue of any court action shall be in Volusia County. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

2.23 Additional Terms:

The attached Green Invitation to Bid Page contains additional terms and conditions. These written specifications take precedence over terms and conditions on the Invitation to Bid Page.

2.24 Material Safety Data Sheet

In accordance with Chapter 442 of the Florida Statutes, it is the vendor's responsibility to identify and to provide to the Volusia County Purchasing Office a Material Safety Data Sheet for any material, as may apply to this procurement.

2.25 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

2.26 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

2.27 Termination for Default

The County's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have fifteen (15) days to correct same or to request, in writing, a hearing. The Director of Purchasing shall hear and act upon same within thirty (30) days from receipt of said request and shall notify the Contractor of said action. The action by the Director of Purchasing shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Contractor of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of the Director. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the County's Contract Administrator or by the decision of the Director, whichever is applicable, within fifteen (15) days of receipt of such notice of such decisions, shall result in the termination of the contract, and the County shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the Contractor shall have the right to seek a judicial review of such action within thirty (30) days of same. Contractor shall not be found in default for events arising due to acts of God.

2.28 Termination for County's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.29 Incurred Expenses

This ITB does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the proposer in preparing and submitting the proposal called for in this ITB, or any cost or expense incurred by the proposer prior to the execution of a contract agreement.

2.30 Post-Proposal Discussions with Bidders

It is the County's intent to award a contract(s) to the proposer(s) deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this ITB. The County reserves the right, however, to conduct post-closing discussions with any proposer who has a realistic possibility of contract award, including but not limited to: request for additional information, competitive negotiations, and best and final offers.

2.31 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this ITB. They are not intended to limit competition nor specify any particular proposer, but to ensure that quality services are received by the County.

2.32 Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees; and shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Volusia County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.33 Indemnification of County

The Contractor shall indemnify, hold harmless and defend the County, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from Contractor's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its officers, agents, or employees. The indemnification shall obligate the Contractor to

defend at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County which may result from Contractor's performance or nonperformance of services pursuant to the contract.

2.34 Records & Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

2.35 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the contract under this clause.

2.36 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- B. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.37 Force Majeure

The County and the Contractor will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.38 Contractor's Personnel

During the performance of the contract, the contractor agrees to the following:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each contractor or vendor.
- E. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the Contractor or personnel

furnished by the Contractor in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

- G. The County reserves the right to hire any temporary employee on a permanent basis without payment of a hiring fee.

2.39 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all Contractor operations at the County project site.

2.40 Contract/Contractor Relationship

The County of Volusia reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent contractor the awarded contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractor's wages or salaries. Benefits for same shall be the responsibility of the contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

The independent contractor shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in

direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.41 New Material

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the bidder shall so notify the County Purchasing Agent in writing no later than ten (10) working days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.42 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

2.43 Damages

Due to the nature of the services to be provided, the contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or subcontractors. There are no limitations to this liability.

2.45 No Award if Proposer has a Code Violation or Past Due Debt to the County of Volusia, Florida:

The County Council has adopted a policy to preclude the award of any contract to any business or any significant stakeholder or authorized representative (excluding contracted legal representation) of the business that (1) has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Volusia County Code [including but not limited to: permits, zoning, license, signs], which noncompliance or violation remains uncorrected, or; (2) has any outstanding past due debt to Volusia County [including but not limited to: property taxes, fees, liens, charges for services, assessments, judgements, dishonored checks or drafts] as of the closing time and date of any Invitation to Bid, Request for Proposals, Requests for Statements of Qualifications, or Request for Quote. Each offeror shall provide a list of all officers and all significant stakeholders of the business with each offer made to the

County. If the offeror misrepresents the status of the business, any officer, or significant stakeholder, the County will consider this a material defect in any ensuing contract and shall have the right to immediately terminate it.

3.0 SUBMITTAL REQUIREMENTS

1. Pricing List
2. Proposal Page(s)
3. At least three (3) recent references where the proposed product/service has been used within the past three years.
4. Conflict of Interest Form.
5. Officers & Significant Stakeholders Form
6. Catalogs

50 Freestanding Equipment

TWO LEG END STANDARD SWING

Model No.	Configuration	Toprail Height	Weight	Minimum Use Zone
1128		8' (2.4m)	203 lbs. (92kg)	32'x25' (9.7x7.6m)
1126		8' (2.4m)	328 lbs. (148kg)	32'x37' (9.7x11.2m)
1127		8' (2.4m)	453 lbs. (205kg)	32'x48' (9.7x14.6m)
1128		8' (2.4m)	578 lbs. (262kg)	32'x60' (9.7x18.3m)
1129		10' (3m)	221 lbs. (100kg)	40'x26' (12.2x7.9m)
1130		10' (3m)	356 lbs. (161kg)	40'x37' (12.2x11.2m)
1131		10' (3m)	491 lbs. (223kg)	40'x48' (12.2x14.6m)
1132		10' (3m)	626 lbs. (284kg)	40'x60' (12.2x18.3m)

THREE LEG END STANDARD SWING

Model No.	Configuration	Toprail Height	Weight	Minimum Use Zone
1133		8' (2.4m)	223 lbs. (101kg)	32'x30' (9.7x9.1m)
1134		8' (2.4m)	353 lbs. (160kg)	32'x41' (9.7x12.5m)
1135		8' (2.4m)	483 lbs. (219kg)	32'x53' (9.7x16.1m)
1136		8' (2.4m)	613 lbs. (278kg)	32'x64' (9.7x19.5m)
1137		10' (3m)	268 lbs. (122kg)	40'x31' (12.2x9.4m)
1138		10' (3m)	388 lbs. (176kg)	40'x42' (12.2x12.8m)
1139		10' (3m)	548 lbs. (249kg)	40'x53' (12.2x16.1m)
1140		10' (3m)	688 lbs. (312kg)	40'x65' (12.2x19.9m)

ARCHED FRAME SWING

Model	No. of sections	No. of seats	Toprail height	Weight	Ground Space	Minimum Use Zone
90-1002	2	2	8' (2.4m)	315 lbs. (143kg)	43'x115' (13.3x3.5m)	32'x23'6" (9.7x7.2m)
90-1004	2	4	8' (2.4m)	519 lbs. (235kg)	43'x23' (13.3x7.0m)	32'x35' (9.7x10.6m)

TWO LEG END HEAVY-DUTY SWING

Colored No.	Qty. No.	Price	Configuration	Toprail Height & O.D.	Minimum Use Zone	Weight
171	181	\$459		8' (2.4m) 2 3/4" O.D.	32'x25' (9.7x7.6m)	206 lbs. (93kg)
172	182	\$781		8' (2.4m) 2 3/4" O.D.	32'x37' (9.7x11.2m)	331 lbs. (150kg)
173	183	\$1,050		8' (2.4m) 2 3/4" O.D.	32'x48' (9.7x14.6m)	428 lbs. (194kg)
174	184	\$1,341		8' (2.4m) 2 3/4" O.D.	32'x60' (9.7x18.2m)	525 lbs. (238kg)
1091	1101	\$454		10' (3m) 2 3/4" O.D.	40'x26' (12.1x7.9m)	224 lbs. (102kg)
1092	1102	\$817		10' (3m) 2 3/4" O.D.	40'x37' (12.2x11.3m)	359 lbs. (163kg)
1093	1103	\$1,124		10' (3m) 2 3/4" O.D.	40'x48' (12.2x14.6m)	494 lbs. (224kg)
1094	1104	\$1,482		10' (3m) 2 3/4" O.D.	40'x60' (12.2x18.2m)	629 lbs. (285kg)
271	281	\$514		8' (2.4m) 3 1/2" O.D.	32'x25' (9.7x7.6m)	246 lbs. (112kg)
272	282	\$846		8' (2.4m) 3 1/2" O.D.	32'x37' (9.7x11.2m)	415 lbs. (188kg)
273	283	\$1,164		8' (2.4m) 3 1/2" O.D.	32'x48' (9.7x14.6m)	587 lbs. (268kg)
274	284	\$1,495		8' (2.4m) 3 1/2" O.D.	32'x60' (9.7x18.2m)	753 lbs. (342kg)
2091	2101	\$567		10' (3m) 3 1/2" O.D.	40'x26' (12.2x7.9m)	266 lbs. (121kg)
2092	2102	\$883		10' (3m) 3 1/2" O.D.	40'x37' (12.2x11.3m)	443 lbs. (201kg)
2093	2103	\$1,166		10' (3m) 3 1/2" O.D.	40'x48' (12.2x14.6m)	625 lbs. (284kg)
2094	2104	\$1,463		10' (3m) 3 1/2" O.D.	40'x60' (12.2x18.2m)	797 lbs. (362kg)

SPIRAL SLIDES

- The toughest in the business!
- Rugged, built-to-last construction.
- Deep, wide slide beds for fun and safety.
- Slide beds available in stainless steel or polyethylene.

No. 5850 Stainless Steel
 7' (2.13m) high top step, 1 full spiral turn, ground space 6' x 12' (1.8m x 3.6m), wt. 832 lbs. (377kg).....
 Minimum Use Zone: 13'x26' (3.6m x 7.8m)

No. 5850P Polyethylene
 7' (2.13m) high top step, 1 full spiral turn, ground space 6' x 11' (1.83m x 3.35m), wt. 682 lbs. (309kg).....

Specify polyethylene slide color:
 Y=Yellow, W=White, T=Tan.

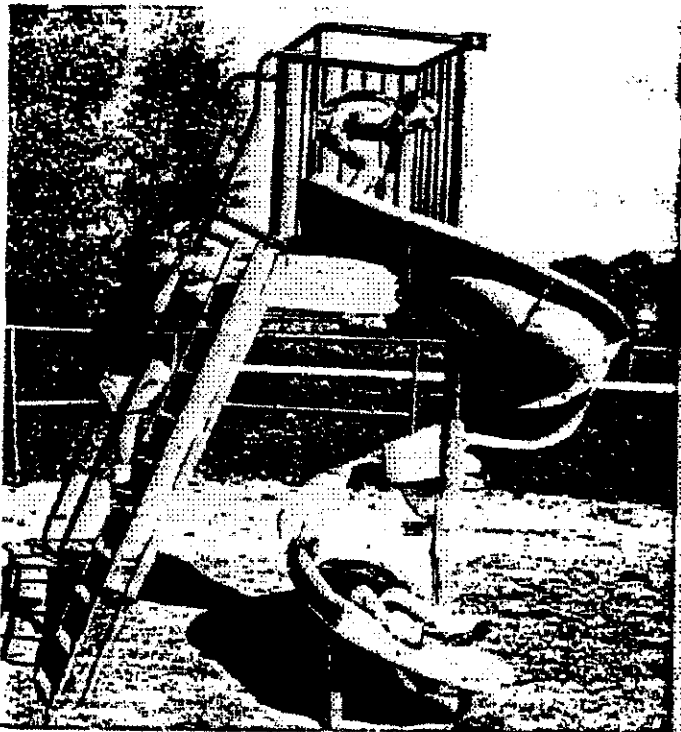
STAINLESS STEEL SLIDES

Designed for years of hard use!

No. 55045 6' high x 8' long (1.2m x 2.4m), ground space 3' x 9' (.9m x 2.7m), wt. 187 lbs. (84kg).....
 Minimum Use Zone 15' x 21' (4.5m x 6.3m)

No. 55065 6' high x 12' long (1.8m x 3.6m), ground space 3' x 13' (.9m x 3.9m), wt. 243 lbs. (111kg).....
 Minimum Use Zone 15' x 27' (4.5m x 8.1m)

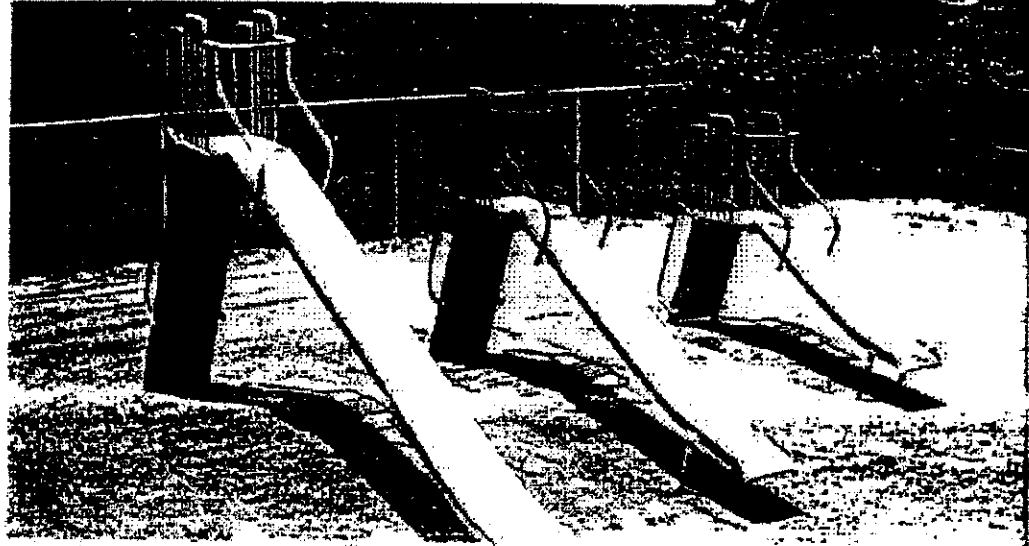
No. 55065W 6' high x 16' long (2.4m x 4.8m), ground space 3' x 18' (.9m x 5.7m), wt. 290 lbs. (132kg).....

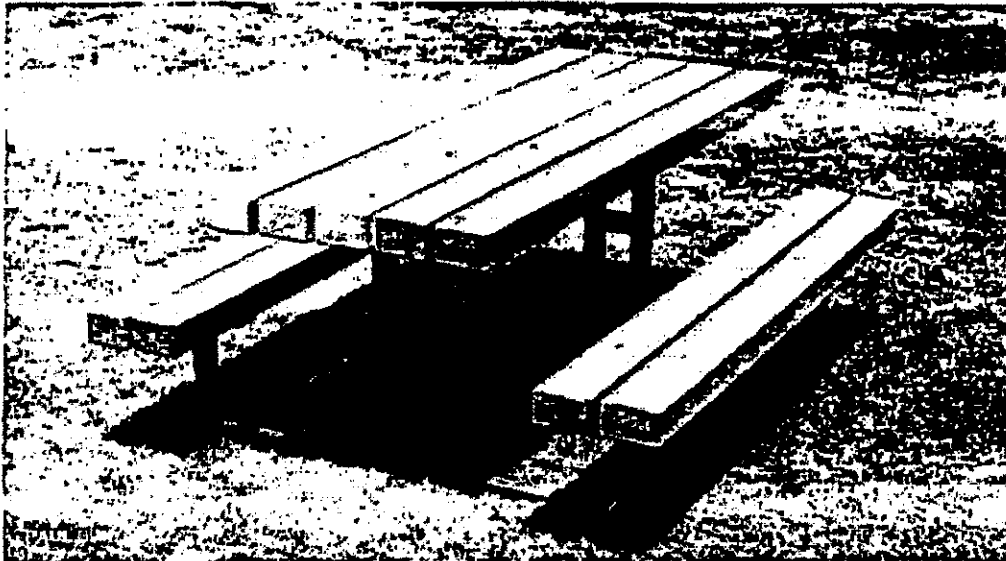
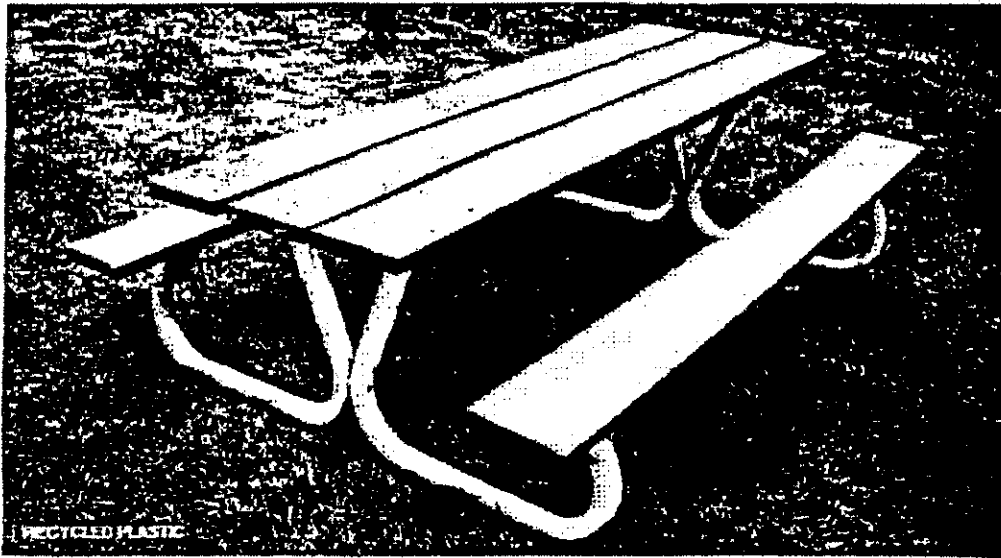
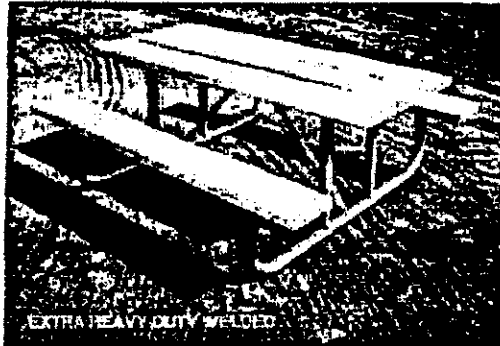
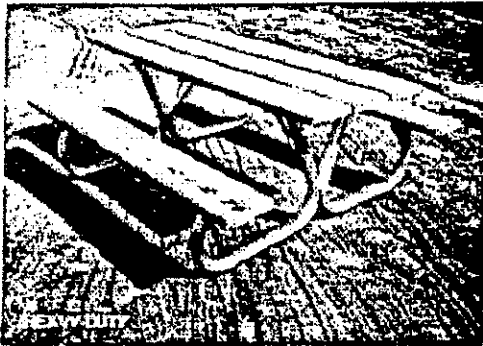


No. 55065W Wave Slide
 (Not Shown) 6' high x 16' long (2.4m x 4.8m), ground space 3' x 18' (.91m x 5.4m), wt. 290 lbs. (132kg).....
 Minimum Use Zone 15' x 36' (4.5m x 10m)

Note:
 Handrails are available in any of our 13 4-EVER COAT™ Colors. Stairs and Stainless Steel Slide Beds cannot be colored.

* Specify Color—
 see pages 6 & 7 for color selection





Park Equipment

PAUL BUNYAN BENCH

- 4" x 6" redwood seat and back.
- Recycled seat and back available.
- 2 1/2" O.D. galv. steel welded frames.

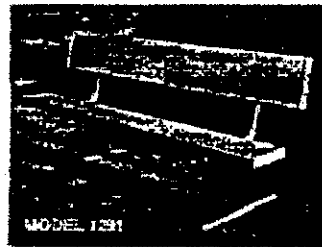
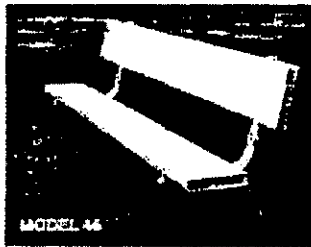
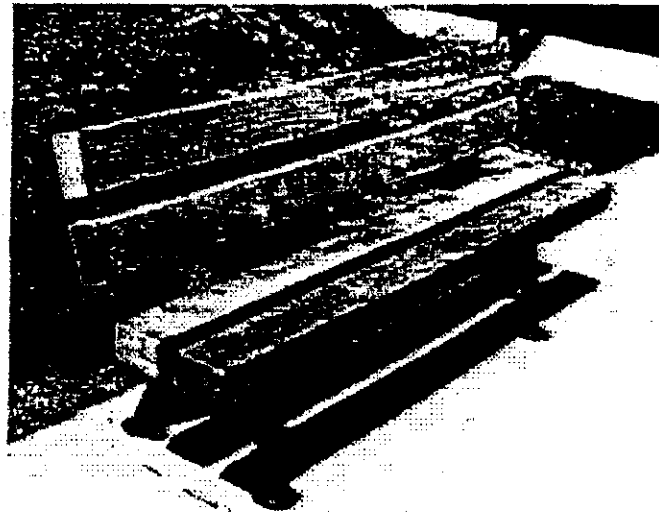
8' Benches (1.83m)

- No. 1635DR Redwood; portable, wt. 168 lbs. (73kg)
- No. 1636DR Redwood, straight leg, wt. 160 lbs. (73kg)
- No. 1636P Recycled Plastic, straight leg, wt. 199 lbs. (90kg)
- No. 1640DR Redwood, angle leg, wt. 163 lbs. (73kg)
- No. 1640P Recycled Plastic, angle leg, wt. 205 lbs. (93kg)

6' Bench (2.44m)

- No. 1638DR Redwood, portable, wt. 196 lbs. (89kg)
- No. 1638DR Redwood, straight leg, wt. 196 lbs. (89kg)
- No. 1638P Recycled Plastic, straight leg, wt. 254 lbs. (115kg)
- No. 1642DR Redwood, angle leg, wt. 198 lbs. (90kg)
- No. 1642P Recycled Plastic, angle leg, wt. 259 lbs. (117kg)

Portable Straight-Leg Angle-Leg



All can be shipped UPS—except 15' models.

PARK BENCHES portable/stationary
2 1/2" O.D. galv. steel frame

All seats are 2' x 10' treated wood or aluminum

Model	Description	Seat type	Weight
76	5' Straight leg	aluminum	76 lbs. (34kg)
13	5' Straight leg	aluminum	84 lbs. (38kg)
1167	6' Straight leg	wood	90 lbs. (41kg)
*1187	6' Straight leg	wood	106 lbs. (47kg)
46	5' Angle	aluminum	78 lbs. (35kg)
48	6' Angle	aluminum	86 lbs. (39kg)
78	6' Portable	aluminum	84 lbs. (38kg)

PARK BENCHES portable/stationary
1 1/2" O.D. galv. steel frame

All seats are 2' x 10' treated wood or aluminum

Model	Description	Seat type	Weight
1201P			
1201			
1202	6' Portable	aluminum	52 lbs. (24kg)

PARK EQUIPMENT



Baby Rex



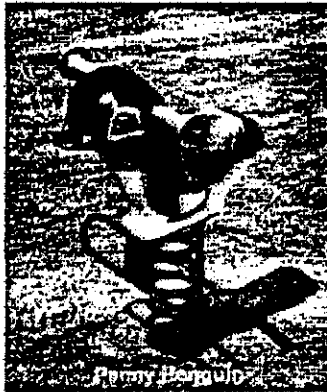
Diego Dancer



Ernie Jr.



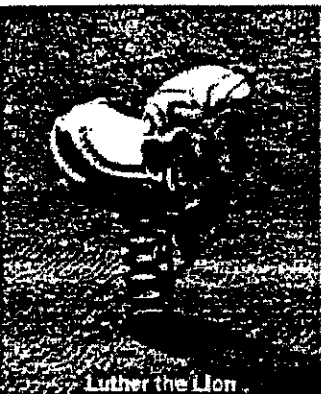
Zeb Zebra



Penny Pegasus



St. Quince



Luther the Lion



(Shown with rubber springs)
Kitty Kat



Lovable Lamb

PlayStation Equipment

Doc:
WORD

STANDARD PICNIC TABLES (1 1/2" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight
65	6' Standard Table	2 x 10 aluminum	5'x5' (1.5x1.5m)	136 lbs.
85	8' Standard Table	2 x 10 aluminum	5'x8' (1.5x2.4m)	158 lbs.
105	Table Frame Only	-	-	65 lbs.
651T	6' Standard Table	2 x 10 treated wood	5'x5' (1.5x1.5m)	176 lbs.
851T	8' Standard Table	2 x 10 treated wood	5'x8' (1.5x2.4m)	221 lbs.

HEAVY-DUTY PICNIC TABLES (2 1/2" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight
200	Table Frame Only	-	-	90 lbs. (41kg)
285	6' Heavy-Duty Table	2 x 10 aluminum	5'x5' (1.5x1.5m)	160 lbs. (73kg)
286	6' Heavy-Duty Table	2 x 10 aluminum	5'x5' (1.5x1.5m)	180 lbs. (82kg)
288	15' Heavy-Duty Table	2 x 10 aluminum	5'x15' (1.5x4.5m)	287 lbs. (130kg)
2851T	6' Heavy-Duty Table	2 x 10 treated wood	5'x5' (1.5x1.5m)	205 lbs. (93kg)
2851T	8' Heavy-Duty Table	2 x 10 treated wood	5'x8' (1.5x2.4m)	250 lbs. (113kg)

EXTRA-HEAVY DUTY WELDED-FRAME PICNIC TABLES (2 1/2" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight
670	Welded Table Frame Only	-	-	98 lbs. (44kg)
671T	6' Pressure-Treated Wood Table	Pressure-Treated	5'4"x5' (1.5x1.5m)	201 lbs. (91kg)
672T	8' Pressure-Treated Wood Table	Pressure-Treated	5'4"x8' (1.5x2.4m)	238 lbs. (107kg)
673	6' Anodized Aluminum Table	Anodized Alum.	5'4"x5' (1.5x1.5m)	160 lbs. (73kg)
674	8' Anodized Aluminum Table	Anodized Alum.	5'4"x8' (1.5x2.4m)	180 lbs. (82kg)

RECYCLED PLASTIC PICNIC TABLE

Model	Description	Seat	Weight	Ground Space
99-1012P*	6' (1.8m)	2"x10"	313 lbs. (142kg)	5'5"x5' (2mx1.8m)
99-1014P*	8' (2.4m)	2"x10"	398 lbs. (181kg)	5'5"x8' (2mx2.4m)

* Specify color: 02-Blue, 18-Weathered, or 04-Dark Green

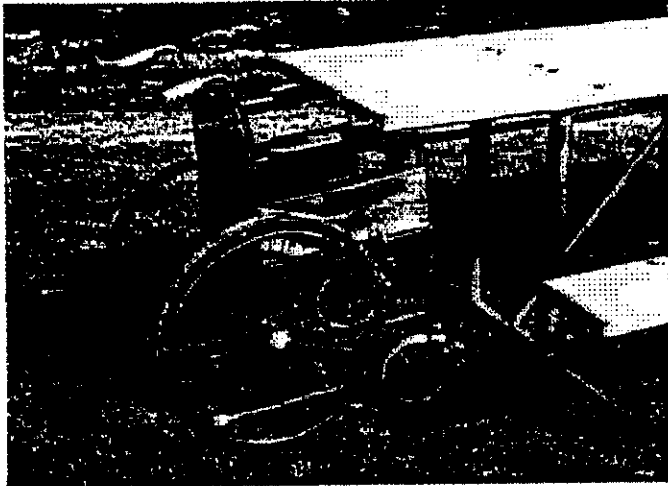
PAUL BUNYAN PICNIC TABLE (2" TUBULAR STEEL PAINTED FRAME WITH 4"x6" NATURAL REDWOOD OR RECYCLED PLASTIC PLANKS)

Model	Description	Seat	Weight	Ground Space
636DR	6' Portable	Redwood	318 lbs. (143kg)	5'x5' (1.5x1.5m)
636P*	6' Portable	Recycled Plastic	462 lbs. (210kg)	5'x5' (1.5x1.5m)
637DR	6' Permanent	Redwood	329 lbs. (149kg)	5'x5' (1.5x1.5m)
637P*	6' Permanent	Recycled Plastic	481 lbs. (218kg)	5'x5' (1.5x1.5m)
638DR	8' Portable	Redwood	368 lbs. (170kg)	5'x8' (1.5x2.4m)
638P*	8' Portable	Recycled Plastic	584 lbs. (265kg)	5'x8' (1.5x2.4m)
639DR	8' Permanent	Redwood	407 lbs. (182kg)	5'x8' (1.5x2.4m)
639P*	8' Permanent	Recycled Plastic	602 lbs. (273kg)	5'x8' (1.5x2.4m)

*Specify color: 02-Blue, 18-Weathered, or 04-Dark Green

Recycled Plastic is impervious to damage from sun, freezing, mildew, rain or ice.

Park Equipment

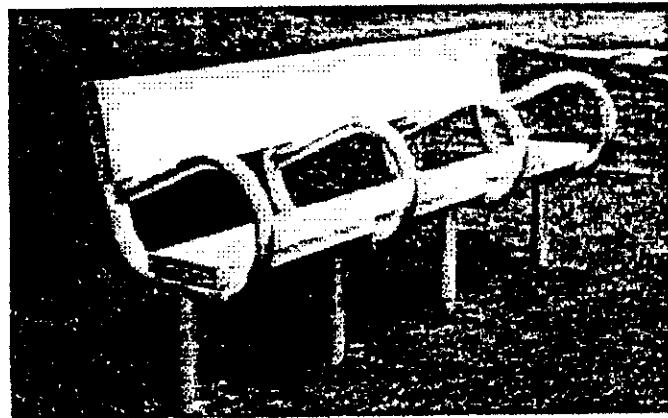


WHEELCHAIR TABLE

▲ Extended height for wheelchair use.
▲ Welded frame construction.

14 1/2" O.D. frame,
space 57" x 8" (1.57m x 2.44m)
No. 7925T Pressure Treated Wood,
wt. 191 lbs. (87kg).....
No. 7926 Anodized Aluminum,
wt. 141 lbs. (64kg).....

24" O.D. frame,
space 51 1/2" x 8" (1.50m x 2.44m)
No. 7927T Pressure Treated Wood,
wt. 228 lbs. (103kg).....
No. 7928 Anodized Aluminum,
wt. 178 lbs. (81kg).....
No. 7924 14 1/2" O.D. frame only,
65 lbs. (29kg).....
No. 7929 24" O.D. frame only,
wt. 102 lbs. (46kg).....



HEAVY-DUTY BENCH

Designed for the physically challenged.

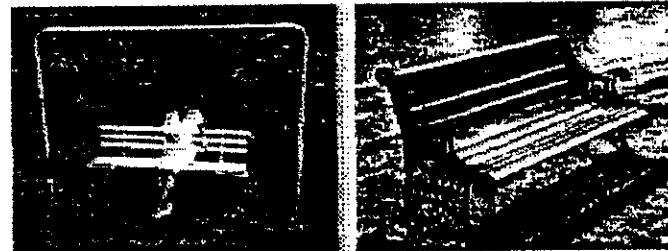
■ Galvanized steel frames.
■ Cool anodized aluminum or recycled plastic seats.

No. 68 Four-piece frame only,
wt. 117 lbs. (53kg).....

6' Bench (1.83m)
No. 66 Aluminum,
wt. 14 lbs. (63kg).....
No. 66R Recycled Plastic,
wt. 176 lbs. (80kg).....

8' Bench (2.44m)
No. 68 Aluminum, shown,
wt. 153 lbs. (69kg).....
No. 68R Recycled Plastic,
wt. 198 lbs. (90kg).....

Specify recycled plastic color: 02-dark blue, 18-weathered, 04-dark green



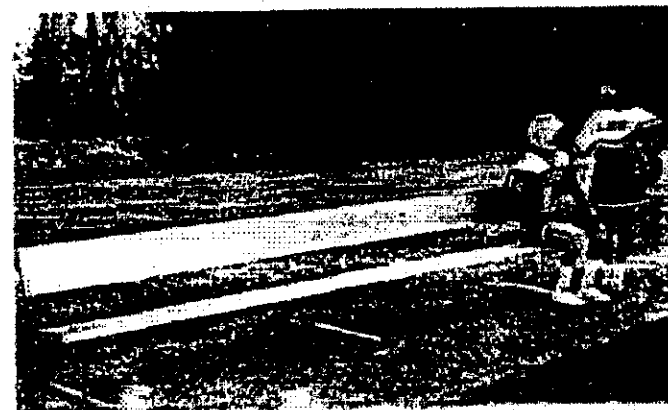
8' SWINGING BENCH

No. 950 Aluminum Seats, shown,
wt. 213 lbs. (97kg).....
No. 951 Wood Seats,
wt. 226 lbs. (103kg).....

4' VICTORIAN BENCH

Ornate cast iron frame with polyester-
finished oak slats, recommended for
indoor use.

No. 1248-Portable
wt. 107 lbs. (48kg).....



ATHLETIC/PARK BENCH

● 15' (4.57m) long.
● 2" x 10" aluminum.
No. 1286 stationary,
wt. 82 lbs. (37kg).....
No. 1293 portable,
wt. 91 lbs. (41kg).....

**PRICE AGREEMENT CONTRACT
FOR PARKS AND PLAYGROUND EQUIPMENT**

Vendor shall list all prices for playground equipment for the following "cost purpose" project (hypothetical project):

Furnish all labor, materials, supervision, and equipment for the installation of playground equipment for Dewey O. Booster Park, Deltona, Florida.

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1.	3 each	Spring Animals, various Price each: \$ _____	\$ _____
2.	1 each	Two (2) leg end heavy duty swing 4 seat, 10' (3m) 2 3/8 OD, with 40' x 37' (12.2 X 11.3m) minimum use zone. (H.K. Model # 1092)	\$ _____
3.	1 each	Stainless Steel Slide 6' high x 12' long (1.8m x 3.6m) with ground space 3' x 13' (9m x 3.9m) (H.K. Model #55065)	\$ _____
4.	1 each	Stainless Steel Slide 8' high x 16' long (2.4m x 4.8m) with ground space 3' x 18' (9m x 5.7m) (H.K. Model #55085)	\$ _____

1 Set Physical fitness center/trail to include the following:

- Log pile (H.K. #7567DR) \$ _____

- Vaulting Bar (H.K. #7565DR) \$ _____

- Quadro Jump (H.K. #1047/24) \$ _____

- Sit-up Bench (H.K. #7574DR) \$ _____

- Parallel Bars (H.K. #7551 DR) \$ _____

- 2 Level Climbing Bars (H.K. #7555DR) \$ _____

- Fitness Ladder (H.K. #7553DR) \$ _____

- Balance Beam (H.K. #7502DR) \$ _____

- Climbing Wall (H.K. #7554DR) \$ _____

- Wood Wall and Arch (H.K. #7568DR) \$ _____

- Climbing Pole (H.K. #7557DR) \$ _____

- 3 Level Climbing Bars (H.K. #7561DR) \$ _____

- Chain Ladder Climber (H.K. #7569DR) \$ _____

	Sign set for each exercise	\$ _____
1 each	Heavy duty picnic table, 6' 2 3/8" O.D. galvanized steel frames 2" x 10" treated wood (H.K. #2651T)	\$ _____
1 each	Heavy duty picnic table, 8' 2 3/8" O.D. galvanized steel frames 2" x 10" treated wood (H.K. #2851T)	\$ _____
1 each	Wheelchair picnic table, 8' 2 3/8" O.D. galvanized steel frames 2" x 10" treated wood (H.K. #7927T)	\$ _____
2 each	Park bench, 8', straight leg 2 3/8" O.D. galvanized steel frames 2" x 10" treated wood (H.K. #118T) Price each: \$ _____	\$ _____
	Sub Total:	\$ _____
	Less _____% County Discount:	\$ _____
	Freight Charge:	\$ _____
	Installation:	\$ _____
	Total Cost:	\$ _____

Company: _____

Piazza Inc.

P.O. Box 1229

Geneva, FL 32732

800-268-3268 / 407-349-0800 / FAX 407-349-5117

PROPOSAL

DATE	PROPOSAL #
6/29/01	456

CLIENT / ADDRESS
Lee County P&R PO Box 398 Ft. Myers, FL 33902

PROJECT
Buckingham Park

QTY	ITEM	DESCRIPTION	\$ EACH	EXTENDED
1	BWCO-F	BoldR TrainR Bend, Wall, Chimney, Overhang, w/Precast Foundations & Installation Kit	27,734.00	27,734.00
1	MHG	BOLDR Holding Gaia	39,875.00	39,875.00
1	MBO	BOLDR Bridge with foundation	4,531.00	4,531.00
1	TS	BoldR TrainR Sign	2,713.00	2,713.00
1	Footer	Lot, BOLDR Footer for the MHG	2,150.00	2,150.00
	Freight/Handl	Freight & Handling	10,688.00	10,688.00
	Installation	Outright Installation (Client to provide crane and backhoe with operator.)	5,000.00	5,000.00
	V. 02-B-16	Piggy-Back off of Volusia Cty Bid #02-B-16	-3,851.00	-3,851.00
	IMPORTANT	PLEASE NOTE THE FOLLOWING: 1. Client is responsible for locating all underground obstructions, i.e. electrical, telephone, sewer, etc. and identifying and marking them before installation. 2. By signing this agreement, purchaser acknowledges responsibility to provide resilient surfacing for play equipment in compliance with USCPSC guidelines and ASTM standards for public playgrounds (provided upon request). 3. All permits, if necessary and any costs related to the permitting process, to be paid for by client. It is the client's responsibility to inform us of local building codes specific to play equipment. 4. Site preparation will be completed by others unless contracted for through Piazza, Inc. Site to be level and free from debris. 5. No resilient surfacing or drainage stone will be put in place prior to play equipment installation. 6. Piazza, Inc. will have full access to the site, i.e. fencing and all landscaping should be completed after installation of play equipment. 7. All preliminary work that relates to the play equipment installation should be completed one week prior to the play equipment installation schedule to assure work can be performed according to the installation		

Proposal good for 60 days.

For PIAZZA INC. by mp

DP

TOTAL

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

PLEASE SIGN AND RETURN ORIGINAL

IF PROPOSAL IS MORE THAN ONE PAGE, PLEASE DATE & SIGN EACH PAGE. DATE OF ACCEPTANCE

SIGNATURE

Piazza Inc.
 P.O. Box 1229
 Geneva, FL 32732
 800-268-3268 / 407-349-0800 / FAX 407-349-5117

PROPOSAL

DATE	PROPOSAL #
6/29/01	456

CLIENT / ADDRESS
 Lee County P&R
 PO Box 398
 Ft. Myers, FL 33902

PROJECT
 Buckingham Park

QTY	ITEM	DESCRIPTION	\$ EACH	EXTENDED
	TERMS PO	<p>time line. Client agrees to pay additional travel expenses and/or storage charges that may result from changes in schedule due to improperly prepared or unprepared site(s).</p> <p>8. All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</p> <p>9. Client agrees to pay 1.5% finance charge on outstanding balances due per terms on all invoicing.</p> <p>PAYMENT TO BE MADE AS FOLLOWS: Purchase Order or Mastercard/Visa Credit Card information with return of signed contract. Balance due in full within 30 days of substantial receipt of materials and/or services. Purchaser responsible for all applicable taxes. Please provide copy of tax exempt certificate if applicable. (Check payable to PIAZZA INC.)</p>		

Proposal good for 60 days. For PIAZZA INC. by M. May Pige DP **TOTAL \$88,840.00**

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.
IF PROPOSAL IS MORE THAN ONE PAGE, PLEASE DATE & SIGN EACH PAGE. DATE OF ACCEPTANCE **SIGNATURE** **PLEASE SIGN AND RETURN ORIGINAL**



Quote No 100006496
Version No 2
Quote Date 02/06/2002
Today's Date 02/06/2002
Salesperson Mark Adams
Entered By Leigh
Ship Via Boat Way
Factory SoffFall, Inc.

Contract Connection Inc.

504 South 2nd Street
Jacksonville Beach, Florida 32250
Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254
Pembroke Pines, Florida 33084-0254
Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Lee County Parks and Rec
3410 Palm Beach Blvd
Fort Myers, FL 33916
Attn: Debbie Derums
Phone: 941-338-3288
Fax: 941-694-2264

JOB NAME:

Buckingham Community Park
Lee County Parks and Recreation
8500 Buckingham Rd.
Fort Myers, FL 33936
Attn: Debbie Derums
Phone: 941-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
SoffFall-Woodsurface	SoffFall crushed wood surfacing	427	\$13.33	5.00%	\$5,407.31
SoffFall-Fabric	Landscape Fabric	8525	\$0.13	5.00%	\$1,052.84

This Quote is for
MATERIAL COST ONLY

Special Instructions: Price protected for 30 days. FOB Factory. Shipping 4-6 weeks. Price includes: 5% Discount Per Jax Bid #SC-0463-00, (427) Cubic Yards of SoffFall Engineered Wood Surfacing, (8525) Square Feet of SoffFall Landscape Fabric and Freight. Price Excludes: Offloading, Installation/Spreading, Subsurfacing, Sitework and Sales Tax.

Material Subtotal: \$6,460.15
Tax: \$0.00
Installation Chrgs: \$0.00
Freight: \$4,816.00
Other: \$0.00

Total=\$11,275.15

Please Remit All Payments to
Pembroke Pines Office

Office: Jax Tax Exempt: Yes
Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

T. H. ...
(Issuing Officer)

Company: _____ Date: _____
Authorized Purchaser: _____ Title: _____

Contract Connection Inc.

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

Quote No 100006498
Version No 1
Quote Date 02/06/2002
Today's Date 02/06/2002
Salesperson Mark Adams
Entered By Leigh
Ship Via Best Way
Factory Poligon / W.H. Porter, Inc.

QUOTE TO:

Lee County Parks and Rec
 3410 Palm Beach Blvd
 Fort Myers, FL 33916
 Attn: Debbie Derums
 Phone: 841-338-3288
 Fax: 841-694-2264

JOB NAME:

Buckingham Community Park
 Lee County Parks and Recreation
 9800 Buckingham Rd.
 Fort Myers, FL 33805
 Attn: Debbie Derums
 Phone: 941-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
Poligon-REK30X44M	REK Series 30X44 (1320)SF w/ Metal Roof	1	\$13,323.00	5.00%	\$12,656.85
Poligon-Powder Coat	Powder Coated frame for Shelter	1	\$7,574.00	5.00%	\$7,195.30
DrPlay-Concrete Slab	Concrete Slab	1	\$3,980.00	0.00%	\$3,980.00
DrPlay-Footings	Concrete Footings	6	\$450.00	0.00%	\$2,700.00

Special Instructions: Price protected for 30 days. FOB Factory. Shipping 6-8 weeks after approved submittals. Price includes: 5% Discount Per Jax Bid #SC-0463-00, (1) Poligon REK 30x44 Shelter with Metal Roof and Powdercoating, Anchor Bolts, Installation of Poligon 30x44, (1320) Concrete Slab, (6) Concrete Footings and Freight. Price Excludes: Sitework, Painting, Plumbing, Electrical, Permits, Engineered Drawings and Sitework.

Material Subtotal: \$26,512.15
Tax: \$0.00
Installation Chrgs: \$4,664.00
Freight: \$2,450.00
Other: \$0.00

Total=\$33,626.15

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Jax Tax Exempt: Yes
 Payment Terms: Net 30 Days

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Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

J. Knicker
 (Issuing Officer)

Company: _____ Date: _____ Page 1 of 1

Authorized Purchaser: _____ Title: _____
 Offices in: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach



Contract Connection Inc.

Quote No 100003878
 Version No 4
 Quote Date 05/17/2001
 Today's Date 05/17/2001
 Salesperson Mark Adams
 Entered By Natalie
 Ship Via
 Factory Doctor Playground

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-5177

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Lee County Parks and Rec
 3410 Palm Beach Blvd
 Fort Myers, FL 33916
 Attn: Debbie Derume
 Phone: 941-338-3347
 Fax: 941-694-2284

JOB NAME:

Buckingham Park
 Lee County Parks and Rec
 9800 Buckingham Road
 Fort Myers Beach, FL 33906
 Attn: Debbie Derums
 Phone: 941-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Amount
DrPlay-Install	Installation of Custom Series 3000 Burke Play Structure	1	\$16,729.00	\$16,729.00

This Quote is for
INSTALLATION SERVICES ONLY
 Refer To Quote No 100003878 Ver 5 For Materials

Special Instructions: Price protected for 30 days. FOB Factory. Price includes: Installation of Custom Series 3000 BCI Burke Play Structure. Price Excludes: Cost of Materials, Site-work, Sub-surface, Safety Surface, Landscape Fabric, and Border Panels.

Installation Subtotal: \$16,729.00
 Tax: \$0.00
 Installation Above: N/A
 Freight: \$0.00
 Other: \$0.00

Total=\$16,729.00

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Jax Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

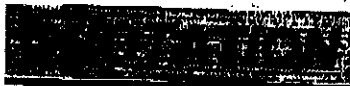
On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

(Issuing Officer)

Offices in: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach



Contract Connection Inc.

Quote No 100003878
 Version No 5
 Quote Date 05/17/2001
 Today's Date 05/17/2001
 Salesperson Mark Adams
 Entered By Natalie
 Ship Via Best Way
 Factory BCI Burke, LLC

604 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Lee County Parks and Rec
 3410 Palm Beach Blvd
 Fort Myers, FL 33916
 Attn: Debbie Derums
 Phone: 841-338-3347
 Fax: 841-684-2284

JOB NAME:

Buckingham Park
 Lee County Parks and Rec
 9500 Buckingham Road
 Fort Myers Beach, FL 33905
 Attn: Debbie Derums
 Phone: 841-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
Burke-102127-2	Custom Series 3000 Play Structure	1	\$45,092.00	5.00%	\$45,687.40

This Quote is for
MATERIAL COST ONLY
 Refer To Quote No 100003878 Ver 4 For Installation

Special Instructions: Price protected for 30 days. FOB Factory. Shipping 4-6 weeks. Price includes: 5% Discount per City of Jacksonville Bid #BC0463-00, Standard BCI Burke colors, and freight. Price Excludes: Off-loading, Site work, Safety Surface, Landscape Fabric, Border Panels, and Installation.

Material Subtotal: \$45,687.40
 Tax: \$0.00
 Installation Chrgs: \$0.00
 Freight: \$5,221.00
 Other: \$0.00

Total=\$50,908.40

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Jax Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____ (Issuing Officer)

BCI... 1... J... D... FL... Tampa, Orlando, Ocala, Naples, Miami, Orlando, Winter and West Palm Beach

QUOTATION

Quote No 100008496
 Version No 1
 Quote Date 02/06/2002
 Today's Date 02/06/2002
 Salesperson Mark Adams
 Entered By Leigh
 Ship Via Best Way
 Factory the Molding Company

Contract Connection Inc.

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Lee County Parks and Rec
 3410 Palm Beach Blvd
 Fort Myers, FL 33916
 Attn: Debbie Derums
 Phone: 941-338-3288
 Fax: 941-694-2264

JOB NAME:

Buckingham Community Park
 Lee County Parks and Recreation
 9500 Buckingham Rd.
 Fort Myers, FL 33936
 Attn: Debbie Derums
 Phone: 941-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
MC-6B	6' Black Border Timber w/ Stake	65	\$38.00	5.00%	\$2,346.50

This Quote is for
MATERIAL COST ONLY

Special Instructions: Price protected for 30 days. FOB Factory. Shipping 4-6 weeks. Price includes: 5% Discount Per Jax Bid #SC -0463-00, (65) Molding Company 6' Border Timbers with Stakes in Standard Molding Company Colors and Freight. Price Excludes: Offloading, Installation, Assembly, Subsurfacing, Sitework and Sales Tax.

Material Subtotal: \$2,346.50
 Tax: \$0.00
 Installation Chrgs: \$0.00
 Freight: \$707.00
 Other: \$0.00

Total=\$3,053.50

Please Remit All Payments to
Pembroke Pines Office

Office: Jax Tax Exempt: Yes
 Payment Terms: Net 30 Days

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

T. H. ...
 (Issuing Officer)

Company: _____ Date: _____ Page 1 of 1

Authorized Purchaser: _____ Title: _____
 Offices In: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach

QUOTATION

Quote No 100006498
 Version No 2
 Quote Date 02/06/2002
 Today's Date 02/06/2002
 Salesperson Mark Adams
 Entered By Leigh
 Ship Via Best Way
 Factory Doctor Playground

Contract Connection Inc.

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Lee County Parks and Rec
 3410 Palm Beach Blvd
 Fort Myers, FL 33916
 Attn: Debbie Derums
 Phone: 941-338-3288
 Fax: 941-694-2284

JOB NAME:

Buckingham Community Park
 Lee County Parks and Recreation
 9800 Buckingham Rd.
 Fort Myers, FL 33905
 Attn: Debbie Derums
 Phone: 941-338-3288

Vendor Catalog	Description	Quantity	Unit Price	Amount
DrPlay-Permits	Permits and Poligon Engineered Drawings	1	\$1,500.00	\$1,500.00

Special Instructions: Price protected for 30 days. Price includes: Engineered Drawings and Permits for Poligon REK 30x44 Shelter with Metal Roof. Price Excludes: Coat of Materials, Installation, Concrete Slab, Concrete Footings, Painting, Plumbing, Electrical and Sitework.

Material Subtotal: \$1,500.00
 Tax: \$0.00
 Installation Chrgs: \$0.00
 Freight: \$0.00
 Other: \$0.00

Total=\$1,500.00

Please Remit All Payments to
Pembroke Pines Office

Office: Jax Tax Exempt: Yes
 Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

J. K. ...
 (Issuing Officer)

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

Offices in: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach