TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

PREPARED BY: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

SUBJECT: Resolution
Project Name and Location: Math Igler Park Playgrounds
2581 Hiatus Road, 33328

AFFECTED DISTRICT: District 3

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF JACKSONVILLE, FLORIDA, BID NO. SC-0511-06 FOR SUPPLYING PLAYGROUND EQUIPMENT FOR "MATH IGLER PARK" TO CONTRACT CONNECTION, INC.

REPORT IN BRIEF: The Town is in need of playground equipment for the new "Math Igler Park". The Town is in need of a different type of playground equipment, other than the traditional type of equipment found in most of the parks. We achieve this by incorporating a historical theme of the surrounding area into the equipment. A suitable product manufactured by WOW Playgrounds may be purchased from Contract Connection, Inc. under a City of Jacksonville, Florida contract. The City of Jacksonville bid award is attached. The contract is listed as SC-0511-06 "Park and Playground Equipment, Surfacing, Soil Amendment, Outdoor Bleachers and Shade Structures". The installation of the equipment is included with this bid.

PREVIOUS ACTIONS: None

CONCURRENCES: The recommended award has been reviewed by the Public Works/Capital Projects Director and the Procurement Manager who concur with the decision to award to Contract Connection, Inc.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: $ 60,918.40

Account Name: Math Igler Park Capital Account 030-3105-572-6310

If no, amount needed: $

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve recommendation

Attachment(s):

Resolution
Procurement Authorization
Proposal from Contract Connection, Inc.
General Conditions
Supplemental Conditions
Insurance and Indemnification
Terms and Conditions
Rendering of Proposed Playground #1
Plan View of Playground #1
Rendering of Proposed Playground #2
Plan View of Playground #2
Piggyback Bid Checklist
Corporate Information

RESOLUTION_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF JACKSONVILLE, FLORIDA, BID NO. SC-0511-06 FOR SUPPLYING PLAYGROUND EQUIPMENT FOR "MATH IGLER PARK" TO CONTRACT CONNECTION, INC.

WHEREAS, the Town of Davie is in need of playground equipment for the new "Math Igler Park"; AND

WHEREAS, The City of Jacksonville has solicited sealed proposals for such products; and

WHEREAS, after review, the Town Council, wishes to accept the bid awarded by the City of Jacksonville to "Contract Connection, Inc.".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA.

SECTION 1. The award made by the City of Jacksonville to "Contract Connection, Inc." for playground equipment in the amount of $60,918.40 is hereby accepted by the Town Council.

SECTION 2. The Town Council hereby authorizes the expenditure from the Capital Improvements Math Iger Park account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

_____

MAYOR/COUNCIL

_____

MEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

TOWN OF DAVIE
PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
030-3105-572-6310	Math Igler Playground Equipment	$60,918.40

METHOD OF PROCUREMENT (check the one that applies)

___ Open Competitive Bidding
_X_ Piggyback on Contract Number City of Jacksonville Bid # SC-0511-06
___ Sole Source
___ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____ 4/20/07
Department Head

Have Funds been Reserved_____

Date_____Signed_____

Signed _____
Town Administrator

BIDS SUBMITTED

VENDOR	COST

Signed_____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost

QUOTATION

Contract Connection Inc.

Quote No:	QUO-07679-S6HB5E
Version No:	0
Quote Date:	05/10/2007
Today's Date:	05/11/2007
Sales Person:	Connie Brown
Sales Person 2:	
Entered By:	Michelle Watkins
Ship Via:	Best Way
Factory:	WOW Playgrounds

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:

Town of Davie
6591 SW 45th Street

Davie, FL 33314
Attn: Keith Purcell
Phone: 954-797-1015
Fax: 954-797-1148

JOB NAME:

Math Igler Park Playgrounds
Town of Davie
2581 Hiasus Rd

Davie, FL 33325
Attn: Keith Pursell
Phone: 954-797-1015
Fax: 954-797-1148

Vendor Catalog	Description	Quantity	Unit Price		Amount
CCI-INSTALLATION	Installation of Quest Series Play Structures (Q-01043-2) & (Q-01044-3)	1	$13,677.00		$13,677.00
WOW-CUSTOM2	Custom Play Structure (Q-01043-2) Quest Series - ages 2-5	1	$16,580.00	15.00%	$14,093.00
WOW-CUSTOM2	Custom Play Structure (Q-01044-3) Quest Series - ages 5-12	1	$35,484.00	15.00%	$30,161.40

Price includes: Freight, Installation, Standard Colors

Price excludes: Border Timbers, Excavation, Insurance Subrogation, Landscape Fabric, Removal & Hauling, replacement fill and/or sod, Safety Surfacing, Site work, storage, timber stakes, Underground Line Location, Underground Obstacle Removal, Utility Inspections, Utility Responsibility

Additional Discount:	
Material Subtotal:	$57,931.40
Tax:	$0.00
Freight:	$2,987.00
TOTAL =	$60,918.40
Prepay Amount:	**$0.00**

Notes: Please allow 8-10 weeks for delivery. 15% Discount per City of Jacksonville Bid No. SC-0511-06.
Sitemust be clear, level & accessible at time of installation. If rock, concrete or any obstruction is found in area where play structures are to be installed, additional charges for removal will apply.

Please Remit All Payments to Pembroke Pines Office

Tax Exempt: Yes **Office: South Florida Office**
Credit Report Required: No **Payment Terms: Net 30**
Lead Time: **Price Protected: 6/10/2007**

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.

Mike Krohn

Company: _____ Date: _____

Authorized Purchaser: _____ Title: _____

BID # SC-0511-06

GENERAL CONDITIONS

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 latter stipulation will not affect 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 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 if 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 OF 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 DIRECTOR OF THE DEPARTMENT OF PROCUREMENT.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6008.344.

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 of 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 manufacture 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 manufacture 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 the Department of Procurement" 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 facts 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 bidders, 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, to City agencies, to 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 this bid, the unit price will govern.

15. DEPARTMENT OF PROCUREMENT AS AGENT: When the Department of Procurement 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. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 89-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of the 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

BID # SC-0511-06

1. **SUBMISSION OF BIDS:**
All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Department of Procurement
117 West Duval Street, Suite 335
Jacksonville, Florida 32202

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.

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 may result in your bid being returned unopened.

2. **BID/SURETY REQUIREMENTS:**
All Bids that may require a bid security 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. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. **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

4. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**
A. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provided to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. . If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall retain said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

C. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5 **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-0511-06

1.00 INDEMNIFICATION:

1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 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.

2.02 Without limiting its liability under the Contract Agreement, the Contractor and it's sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation & Employer's Liability (including appropriate Federal Acts)	Florida Statutory Coverage $100,000 Each Accident $500,000 Disease/Policy Limit $100,000 Each Employee/Disease
Commercial General Liability – Occurrence Basis Only Including Premises – Operations Products Completed Operations Blanket Contractual Liability Blanket, X, C, U Hazards Independent Contractors Watercraft, if applicable	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability All autos – owned, hired & non-owned (Automobile liability is required when services provide involve automobile use, including the delivery of goods.)	$1,000,000 Combined Single Limit

Professional Services Contracts require Professional Liability coverage at a minimum limit of $1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.

2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.

2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.

2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

BID SPECIFICATIONS
FOR
PRICE AGREEMENT CONTRACT FOR
PARK AND PLAYGROUND EQUIPMENT

TERMS AND CONDITIONS

SCOPE:
The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment requested by the Department of Parks, Recreation, Entertainment and Conservation, City of Jacksonville, Florida. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog price list, after applying the above requested discount for purchase, for the installation of various park and playground equipment requested by the Department. It is understood that current catalog price lists are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation.

RESPONSIBILITY:
Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of all park and playground equipment ordered, unless otherwise specified by the City of Jacksonville, Florida. The City may elect in 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 bidder or bidder's representative.

QUALIFICATION OF BIDDERS:
If a bidder utilizes a sub-contractor installer(s) for any park or playground equipment, it must submit a list of its sub-contractor installer(s) with this bid. Additionally, it shall supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that it, or its sub-contractor installer, is an authorized installer certified to install playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in rejection of its bid.

COMPLIANCE WITH SPECIFICATIONS:
Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offerings or "alternates." Bid only on forms supplies, using ink or typewriter. All corrections must be initiated. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:
Each bidder shall submit with this bid at no charge two (2) sets of each current catalog as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address, and telephone number. Additionally, each bidder awarded an option year renewal of this contract will submit at no charge two (2) sets of each then current catalog as well as current MSRP list for each catalog submitted, within 30 days of award of an option year renewal.

COMPLIANCE WITH LAWS AND CODES:
Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487	Standards	Methods of testing Playground Equipment for Public Use.
ASTM-F1292 Standards		Methods for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur).

Copies may be obtained from American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428.

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety. Copies may be obtained from U.S. Consumer Product Safety Commission, Washington, D.C. 20207.

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes

of injuries on playground. Copies may be obtained from National Recreation and Park Association, 2775 South Quincy Street, Suite 300, Arlington, VA 22206.

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice. Copies may be obtained by calling (800) 514-0301.

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements. **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the City of Jacksonville a certificate so stating the equipment/surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:
Multiple awards will be made to any and all responsive and responsible bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:
Invoices will be issued once supplies are shipped and delivered to our using agencies. At a minimum, invoices must include: Purchase Order number, Item Number and Description, date of shipment, quantity ordered, unit price, unit of measure, and a total for all purchases. The vendor will work with the Procurement and Accounts Payable Division to determine mutually agreeable alternatives to invoicing such as: summary Billing Reports or Electronic Data Interchange (EDI). Standard payment terms are Net 30 Days.

TERMS OF CONTRACT:
The Price Agreement Contract for Park and Playground Equipment will be from June 1, 2006 through May 31, 2007, with two (2) one (1) year renewal options.

Renewal option(s) are at the discretion of the City based on the successful bidder(s) performance and adherence to the terms, conditions and requirements in maintaining firm percentage(s) for the following year(s), within 30 days of contract expiration. All percentages will remain firm for the period of each contract year.

STATE CONTRACTS:
The City is entitled to purchase from contracts established by the State of Florida. Should the State establish a contract for item or items on this bid, the City reserves the right to cancel this contract in whole or in part and purchase those item(s) from the State contract, if in its best interest.

METHOD OF ORDERING:
The City of Jacksonville may generate a Request For Quotation (RFQ), on an "as needed" basis, for park and playground equipment for individual projects, together with a request for additional services required to complete that project (see sample "Request For Quotation" sheet attached to these specifications). The City reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define a project exactly (number and specific type of equipment required), or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating an RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the City will require requested bidder(s) to attend a site visit with City personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Such services may include, but are not limited to, sidewalk and/or concrete work, borders, site clearing, site work and restoration, fill, drainage pipe laying, etc. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. All equipment quoted shall be on a component basis, listing each component part number and current component MSRP. Descriptions of additional services required, together with their price, shall also be listed, such as freight charges, sidewalk and/or concrete work, site clearing, site work and restoration, fill, drainage pipe laying, borders, etc.

- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the City. The City reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the City, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award

- A date certain by which the project must be completed.
- Include an updated catalog, if needed, and updated MSRP lists for the park and play equipment specifically quoted.

The City will generate purchase orders as a result of approved "Request For Quotations" submitted, at the sole discretion of the City. The City reserves the right to not award to any, or to go outside the contract to award.

PROMOTIONAL PRICING:
During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the City. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

F.O.B. POINT (FREIGHT):
On any Request For Quotation, the City will indicate the exact installation point. The bidder must then set freight charges, offering F.O.B. delivered. This price will be indicated on any purchase order issued. Bidders are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed at all delivery locations, without the assistance of City of Jacksonville personnel. Additionally, bidder will arrange for and be responsible for any storage of materials and equipment received.

PERMITS, FEES AND NOTIFICATIONS:
It shall be the bidder's responsibility to **secure and pay for any and all permits** that may be required to accomplish the work associated with the performance of these Bid Specifications. The City will not honor any request for payment of permits.

PAYMENT:
Price agreement contracts will be issued only to the vendor/manufacturer who submitted an awarded bid proposal. No split order payments separating equipment vendor payment from installer payment will be issued by the City of Jacksonville. Payment for installation charges will be the responsibility of the bidder. Payment for both equipment and installation will be made only upon completion of the entire scope of work and subsequent acceptance by the City of Jacksonville.

WARRANTY:
The successful bidder shall fully warrant, **in writing within 30 days of final acceptance by City**, all furnished or furnished/installed equipment to be free of defects in materials and/or workmanship for a period of at least one (1) year from date of installation and acceptance by City of Jacksonville. Successful bidder shall repair and/or replace, at no additional cost to City of Jacksonville, any defects or malfunctions noted during the warranty period. In addition, successful bidder shall transfer any manufacturer's guarantee to the City, **in writing within 30 days of final acceptance by City**, for supplier/installer furnished equipment extending beyond this contract period.

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

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

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:
The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property as well as public property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the City or its contractor, and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:
In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The City reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the City reserves the right to seek all remedies in law and/or in equity.

Failure of an awarded bidder to adhere to completion dates defined in its Request for Quotation may result in no further awards being made to such bidder under this Price Agreement Contract.

CORRECTIONS MADE BY BIDDER:
Bidders are cautioned not to obliterate, erase, or strike over any printed material as set forth in this bid invitation. In quoting prices, whether unit prices or total price, wherever bidders have made an error, or has corrected it, any and all such corrections should be initialed by the person signing the bid cover sheet. Failure to comply with this provision may result in rejection of bid.

GENERAL CONDITIONS:
Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE, WORKER'S COMPENSATION:
The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workmen's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the City as additional insured no later than ten (10) days after the award has been made.

COOPERATIVE PURCHASES:
This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

PIGGYBACK BID CHECKLIST

			Completed by
1. Piggyback of bid awarded by: City of Jacksonville Bid No. SC-0511-06			RKP
2. Date of award:	May 26, 2006		RKP
3. Date of expiration	Effective Date June 1, 2007 through May 31, 2008		RKP
4. Date of last renewal	June 6, 2007		RKP
5. Copy of bid award attached	YES	NO	RKP
6. Requested item same as awarded item	YES	NO	RKP
7. Approved Procurement Authorization attached	YES	NO	RKP

8.Justification: The Town is in need of a different type of playground equipment, other than the traditional type of equipment found in most of the parks. We achieve this by incorporating a historical theme of the surrounding area into the equipment. The only manufacturer that makes this specific type equipment is the WOW Playground Company. The supplier in Florida for this equipment is Contract Connections.

RKP

9. Benefit to the Town: By using the City of Jacksonville contract we save 15% off the catalog price of the equipment. We also save time in ordering and delivery of equipment.

RKP

10. Contact information sheet attached	YES	NO	RKP

CONTACT INFORMATION SHEET

AGENCY CONTACTED: City of Hollywood

NAME: Steve Groh

PHONE NUMBER: 954-921-3900

DATE: 6-29-07

COMMENTS: City of Hollywood uses the City of Jacksonville Bid whenever possible to purchase material and equipment for their parks for 2% to 5% discount off the catalog price.

AGENCY CONTACTED: City of Dania Beach

NAME: Mark Felicetty

PHONE NUMBER: 954-924-3626

DATE: 6-29-07

COMMENTS: City of Dania Beach used City of Jacksonville bid # SC-0511-06 and ST. Johns County Bid # 03-43 to purchase Playground Equipment from WOW Playgrounds for a 5% discount off the catalog price.

AGENCY CONTACTED: City of Pembroke Pines

NAME: Joe Hazera

PHONE NUMBER: 954-447-1702

DATE: 6-29-07

COMMENTS: City of Pembroke Pines used the City of Jacksonville Bid to purchase WOW Shades for a 2% discount off the catalog price.

AGENCY CONTACTED: City of Weston

NAME: Jeff Skidmore

PHONE NUMBER: 954-389-4321

DATE: 6/29/07

COMMENTS: City of Weston uses the City of Jacksonville Bid whenever possible to purchase material and equipment for their parks for 2% to 5% discount off the catalog price.

DEPARTMENT OF PROCUREMENT

NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/6/2007

RECEIVED
JUN [illegible] PSC'D
BY:_____

ADDRESS: Contract Connection
Attn: Todd Krohn
504 South 2nd Street
Jacksonville Beach, FL 32250

BID# SC-0511-06

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:
First Renewal Option - June 1, 2007 through May 31, 2008.

_____ You are not a successful bidder. Bids are available for inspection in the Department of Procurement.

_____ Bid security is herewith returned; Check # ____ _ Amount _____

Sincerely,

Sandy Averell
SANDY AVERELL

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

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

BID# SC-0511-06 OPEN DATE: **4/26/2006**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT-EFFECTIVE, JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: **RECREATION**

BASIS OF AWARD: **MULTIPLE AWARD TO ALL QUALIFIED BIDDERS**

NUMBER OF BIDS INVITED **35** NUMBER RECEIVED **35** OTHER **0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL OF AWARD TO UTILIZE THE FIRST (1) OF TWO (2) RENEWAL OPTIONS TO ORIGINAL VENDORS LISTED ON TAB SHEET; EXCEPT BP INTERNATIONAL, INC.(WHO DID NOT RESPOND TO RENEWAL REQUEST). FROM JUNE 1, 2007 THROUGH MAY 31, 2008.

TOTAL ESTIMATED AMOUNT OF EXPENDITURE $1,500,000. NOT TO EXCEED $3,000.000.00.

ATTACHMENTS: RECOMMENDATION
RENEWALS
TAB SHEET
ORIGINAL AWARD

BUYER: Sandy Averell
SANDY AVERELL

RESPECTFULLY SUBMITTED:
Devin J. Reed, Director
Department of Procurement

CONCURRENCE BY: **JOHN CULBRETH, DIRECTOR, PARKS & RECREATION**

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 05/31/07

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 5/31/07

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION Pam Markham

Pam Markham
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 06-07

FORM GB-108, Revised 12/2003

5/1/07
Sent via
UPS Ground

DEPARTMENT OF . .RKS, RECREATION, CONSERVAT..N AND ENTERTAINMENT
Planning, Research and Grants Division

SC-0511-06 "Price Agreement Contract for Park and Playground Equipment"
Renewal Agreement

Date: 4/4/07

Company Name: **Contract Connection, Inc.**
Address: **504 South 2nd Street**
Jacksonville Beach, FL 32250

The undersigned authorized representative of the company above agrees ☒/ does not agree☐ to exercise the first of two (2) renewal options of SC-0511-06 for the period of June 1, 2007 through May 31, 2008; understanding that no other terms of the contract change, including discount percentages submitted for the original bid.

If the renewal option is exercised, the undersigned further agrees to maintain insurance coverage as set forth in the original bid and to submit, with this renewal document, a Workman's Compensation insurance certificate showing the city as additional insured and a current product catalog listing MSRP, to the attention of Fay Dietzel by May 10th.

Printed Name: Todd Kahn

Signature: _____

851 N Market Street, Jacksonville, Florida 32202
Phone (904) 630-3586 Fax (904) 630-3562 www.coi.net

DEPARTMENT OF PROCUREMENT

NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/14/2006

ADDRESS: CONTRACT CONNECTION INC
ATTN: TODD KROHN
504 SOUTH 2ND ST.
JACKSONVILLE BEACH, FL 32250

BID# SC-0511-06

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:

AS PER ATTACHED AWARD DOCUMENTATION. PLEASE PROVIDE UPDATED COPY OF INSURANCE CERTIFICATE AS REQUIRED IN BID PACKAGE.

_____ You are not a successful bidder. Bids are available for inspection in the Department of Procurement.

_____ Bid security is herewith returned; Check # _____ Amount _____

Sincerely,

Sandy Averell

SANDY AVERELL

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

SUBJECT: PRICE AGREEME CONTRACT FOR PARK AND PLAYGR(D EQUIPMENT

BID# SC-0511-06 OPEN DATE: 4/26/2006

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT- EFFECTIVE JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: **RECREATION**

BASIS OF AWARD: **MULTIPLE AWARD TO ALL QUALIFIED BIDDERS**

NUMBER OF BIDS INVITED 35 NUMBER RECEIVED 35 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO AMEND THE CONTRACT TO INCLUDE COOPERATIVE PURCHASING LANGUAGE WHICH WILL ALLOW OTHER GOVERNMENTAL AGENCIES TO UTILIZE THE CONTRACT.

UPON CONCURRENCE FROM THE VENDOR, ALL PRODUCTS AND/OR SERVICES UNDER THIS CONTRACT SHALL BE MADE AVAILABLE TO ANY MUNICIPALITY, COUNTY OR STATE GOVERNMENT; PUBLIC UTILITY; NON-PROFIT HOSPITAL; EDUCATIONAL INSTITUTE; OR SPECIAL GOVERNMENTAL AGENCY, UNDER THE SAME TERMS, CONDITIONS, AND PRICING.

ATTACHMENT: ORIGINAL AWARD

BUYER: Sandy Averell RESPECTFULLY SUBMITTED: for Devin J. Reed, Director
SANDY AVERELL Department of Procurement

CONCURRENCE BY: **ROBERT WICKER, CONTRACT COMPLIANCE**

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)
ACTION OF AWARDS COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 6/9/06

APPROVED X DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION Roslyn M Phillips

Roslyn M. Phillips
Deputy Chief Operating Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 06-03

FORM GB-108, Revised 12/2003

SUBJECT: PRICE AGREEMENT .TRACT FOR PARK AND PLAYGROU. :QUIPMENT

BID# SC-0511-06 OPEN DATE: 4/26/2006

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT- EFFECTIVE JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: PARKS, RECREATION, ENTERTAINMENT & CONSERVATION DEPARTMENT

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED BIDDERS

NUMBER OF BIDS INVITED: 35 NUMBER RECEIVED: 35 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO AWARD ALL VENDORS LISTED ON THE ATTACHED TABULATION SHEET (EXHIBIT 1) FOR A SOURCE OF SUPPLY TO FURNISH, DELIVER, AND THE INSTALLATION OF PARK AND PLAYGROUND EQUIPMENT AS LISTED IN THE CATALOGS SUPPLIED BY THE VENDORS AT DISCOUNTS PROVIDED ON BIDS.

TOTAL ESTIMATED AMOUNT OF EXPENDITURE $1,500,000.00.

ATTACHMENTS: 1) RECOMMENDATION
2) SCOPE
3) TAB SHEET

BUYER: Sandy Averell RESPECTFULLY SUBMITTED
SANDY AVERELL
Devin J. Reed, Director
Procurement Department

CONCURRENCE BY: PHILIP J. BRUCE, DIVISION CHIEF, PARK DEVELOPMENT DIVISION

(ALL AWARDS ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: JUN 0 1 2006

_____ OTHER _____

_____

_____

ACTION OF AWARDING AUTHORITY DATE: 6/4/06

APPROVED X DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION Roslyn M. Phillips

Roslyn M. Phillips
Deputy Chief Operating Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 06-03

FORM GB-108, Revised 12/2003

BID FORM

DATE: April 24, 2006

City of Jacksonville
Department of Procurement

REQUEST TO BID NO. SC-0511-06

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY: CONTRACT CONNECTION, INC
ATTN: TODD B. KROHN
504 SOUTH 2ND STREET
JACKSONVILLE BEACH, FL 32250

FID/SSN# _____

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON 04/26/2006
2:00 P.M. IN CONFERENCE ROOM C, THIRD FLOOR, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN

BUYER: Sandy Averell **PHONE: (904) 630-1498**

BID SECURITY REQUIREMENTS
NONE

TERM OF CONTRACT
Other
Supply contract from June 1, 2006 thru May 31, 2007, with two (2) one (1) year renewal options.

SAMPLE REQUIREMENTS
Literature Required With Bid

PERFORMANCE BOND
None Required

QUANTITIES:
Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuations in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:
Susan Saltsgiver
(904) 630-3595

AGENCY: Parks, Recreation and Entertainment Department

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT. AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS & CONDITIONS, SPECIFICATIONS AND BID PROPOSAL FORMS.

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED, RESPONSIBLE VENDORS.

TERMS OF PAYMENT: NET OR __% DISCOUNT ___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 park locations throughout Jacksonville, FL.

Delivery will be made in 10 **business days from receipt of purchase order.**

We have received addenda
____through____

Handwritten Signature of Authorized Officer of Firm — Date 4/24/2006

Todd B. Krohn, President — 904-249-5353 — 904-249-8177

Print Individual's Name & Title — Phone Number — Fax Number

FORM GB-102, Revised 6/1998

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID # SC-0511-06

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 Brahn
Name of Official (type or print)

Contract Connection, Inc.
Company Name

501 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 employee(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

Name of Official (type or print)

Company Name

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 _____

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR
PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-C511-06

BIDDER Contract Connection, Inc.

ADDRESS 504 South 2nd Street

CITY, STATE, ZIP CODE Jacksonville Beach, FL 32250

PHONE 904-249-5353 FID# 65-0108496

E-MAIL Contractc1@aol.com

CONTACT NAME(S) Todd B Krohn

1. BIDDER CATALOG: Fixed percentage discount

Bidder Contract Connection, Inc.

Discount off list price Please see attached List %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

See Attached list

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer _____

Fixed Percentage Discount off MSRP _____ %

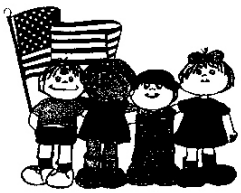
Installation: Fixed percentage of cost (after discounts) of equipment _____ %

Manufacturer _____

Fixed Percentage Discount off MSRP _____ %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)



Contract Connection inc.

FACTORY REPRESENTATIVES & DISTRIBUTORS

Bid No: SC-0511-06

Price Agreement Contract for Park and Playground Equipment

Bidder Catalog	*Fixed % Discount*	*Installation: Fixed % of Cost (after Discount)*
American Rubber Technologies	5%	35%
Astroturf	2%	50%
Astroplay	2%	50%
Aqua Control	5%	30%
Barky Beaver	2%	35%
Bench Solutions	2%	35%
Border Patrol	5%	50%
CCI Custom Products	5%	45%
CCI Precast Restroom Buildings	2%	50%
CSSI	5%	35%
Custom Design Precast	5%	35%
Dynomo Playgrounds	2%	65%
Fido Course	5%	35%
Finished Dimensions, Inc	5%	65%
Groundscapes	5%	35%
GT Grandstands	2%	35%
Interactive Play	2%	45%
International Terra Cotta	5%	35%
Kay Park Recreation	10%	35%
Madrax	5%	35%
Most Dependable Fountains	0%	45%
Murdock Fountains	5%	45%
Parasol	2%	45%
Park Pets	2%	45%
Paris Mfg.	2%	35%
Plastic Lumber Co.	5%	35%
Playgrsss	2%	50%
Pinnacle	2%	45%
Poligon	5%	45%
*Procurcuit Sports Lighting	2%	65%
PW Athletic	5%	35% - 65%
Small Water Slides.com	1%	65%
Sof' Fall	5%	35%
Sof' Surfaces	5%	35%

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

18 offices in Florida, Georgia, Alabama, North & South Carolina, and Mississippi
P.O. Box 848254
Pembroke Pines, FL 33084-0254
website: http//:www.contractcon.com

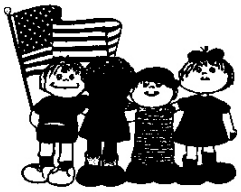
JACKSONVILLE
504 S. 2nd. Street
Jacksonville Beach, FL 32250
(904) 249-5353 • FAX: (904) 249-8177
e-mail: contractC1@aol.com

Spectra	2%	35%
Sports Play	10%	35%
Superior International Industries	2%	35%
Supersecur Restrooms	2%	35% - 85%
Superior Water Slides	2%	85%
Superior Water Toys	2%	65%
The Molding Co. (Forte)	2%	35%
Triactive America	2%	45%
Turbo Link Mfg.	2%	50%
Ultra Play	5%	35%
Unique Surfacing	5%	50%
Urbaco	5%	45%
Victor Stanley	2%	35%
Wabash Valley	5%	35%
Water Play	5%	45%
WOW Playgrounds	5%	25% - 35%
WOW Shade	2%	35% - 55%
Xtreme Skate Parks	2%	35%
Zeager	5%	35%

Additional Installation Options:

Concrete	$4.00 - $8.50 per sq ft
Sidewalks	$4.00 - $6.00 per sq ft
Concrete Footings	$250 - $2,500 per Footings
Site Work	$1.25 per sq ft
Excavation	$2.50 - $5.00 per sq ft
Drainage System	$3.00 - $5.00 per sq ft
Removal of Existing Equipment	25% of materials cost
Sod	$ 1.00 per sq ft
Sod Removal	$ 1.00per sq ft
Field Painting	$10.00 - $20.00 per sq ft
Permitting	$500 - $1,500
Engineered Drawings	$250 - $850
Culvert	call for price quote
Fencing (4' chain link)	$20.00 per ln ft
Acrylic Skate Surfacing	$1.00 - $3.00 per sq ft
Asphalt Surfacing	$2.00 per sq ft
Sub Base	$1.25 per sq ft
(4' – 6" compacted crushed stone)	
Turf Field Sub Base	$1.50 - $4.00 per sq ft
Field Drainage System	$1.50 - $4.50 per sq ft

Striping	Minimum $850
185' x 85' Hockey Rick	$ .50 per sq ft
Basketball Half Court	$1,800
Playground Repairs	Price per Project
Playground Demolition	Price per Project



Contract Connection inc.

FACTORY REPRESENTATIVES & DISTRIBUTORS

September 20, 2006

To Whom It May Concern:

This is to authorize use of the City of Jacksonville Bid, SC-0511-06, for purchase of products covered in this bid from Contract Connection, Inc.

Sincerely,

Todd B. Krohn
President/CEO
Contract Connection, Inc.

TBK/sg

☐ **FT. LAUDERDALE**
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September 20, 2006

Dru D. Boulware
City of Oviedo
400 Alexandria Blvd.
Oviedo, Florida 32765

Ref: SC-0511-06

Dear Mr. Boulware:

Please be advised that the City of Jacksonville has no problem with any other city or county agency using the above mentioned contract as long as the vendor agrees.

The contract term is current through May 31, 2007.

Sincerely,

Sandy Averell
Buyer

Detail by Entity Name

Florida Profit Corporation

CONTRACT CONNECTION, INC.

Filing Information

Document Number	K61001
FEI Number	650108496
Date Filed	01/26/1989
State	FL
Status	ACTIVE
Effective Date	NONE
Last Event	REINSTATEMENT
Event Date Filed	09/26/2003
Event Effective Date	NONE

Principal Address

504 S. 2ND STREET
JACKSONVILLE BEACH FL 32250 US

Changed 03/14/2007

Mailing Address

P.O. BOX 330067
ATLANTIC BEACH FL 32233 US

Changed 03/14/2007

Registered Agent Name & Address

KROHN, I. MICHAEL III
9480 NW 40TH STREET
CORAL SPRINGS FL 33065 US

Name Changed: 09/26/2003

Address Changed: 03/14/2007

Officer/Director Detail

Name & Address

Title ST

KROHN, GLENEDA G.
9480 NW 40TH ST
CORAL SPRINGS FL 33065

Title CEOP

KROHN, TODD B.
102 PINE STREET
NEPTUNE BEACH FL 32266